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Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

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May 21, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF  
TWO PARKING FACILITY MANAGEMENT SERVICES CONTRACTS  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

Approval of two parking facility management services contracts.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that parking facility management services can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chairman to sign the attached contracts (Attachments 1 and 2) with Classic Parking, Inc. to provide parking facility management services for Regions 1 and 2 effective July 1, 2013 for a period of three (3) years, with two (2) one-year extension options, and six (6) month-to-month extensions at an estimated first year cost of \$4.4 million.
3. Authorize the Director of Internal Services Department (ISD) or his designee to exercise the renewal option extensions in accordance with the attached contracts, add and delete facilities, approve necessary changes to scope of services, and execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Currently, parking management services for 26 parking facilities are provided under a contract which expires June 30, 2013. The recommended actions will ensure that these parking facilities continue to receive services with no lapse in services.

### **Implementation of Strategic Plan Goals**

The recommended contracts support County Strategic Plan Goals Number 1 for Operational Effectiveness, by providing timely delivery of customer oriented and efficient public services and Goal Number 2 for Fiscal Sustainability as revenue generated benefits the County General Fund.

### **FISCAL IMPACT/FINANCING**

The management of parking facilities is divided into two geographic regions as follows:

- Region 1 – Civic Center parking lots serving the Kenneth Hahn Hall of Administration, Music Center Performing Arts venues, and Hall of Records. Total of 7 parking lots.
- Region 2 – All other Civic Center and Downtown Los Angeles parking lots as well as lots located throughout the County. Total of 19 parking lots.

A complete listing of the parking facilities is included in Attachment 3.

Classic Parking, Inc. (Classic) is being recommended for the two contracts (Regions 1 and 2). Classic will receive a percentage of the monthly adjusted gross revenue generated at revenue producing parking facilities, a fixed management fee, or a combination of both. Typically, the contractor receives a share of revenue at lots that are predominately revenue-generating and a fixed fee amount (management fee) for lots that do not generate revenue (e.g., employee lots, jury lots, etc.). First year contract costs, based on historical revenue are estimated as follows:

Region	Estimated Revenue Generated	Proposed Revenue Share Percentage	Estimated Revenue Share	Management Fees	Estimated Cost
1	\$ 5,937,659	21.94%	\$1,302,722	\$ 76,319	\$1,379,041
	\$ 1,588,283*			\$ 1,071,114	\$1,071,114
2	\$ 2,409,257	31.79%	\$ 765,903	\$ 766,126	\$1,532,029
	\$ 340,784*			\$ 466,560	\$ 466,560
ESTIMATED TOTAL	\$10,275,983		\$2,068,625	\$ 2,380,119	\$4,448,744

\*Revenue generated by the respective Regions not shared with the Contractor.

The estimated annual revenue for all revenue-generating parking facilities for both regions is \$10,275,983 (based on revenue for Fiscal Year 2011-12). The costs of the two parking contracts are estimated to be \$4,448,744 which will result in estimated net revenue of \$5,827,239 for the County in the first fiscal year.

Sufficient appropriation for the fixed fee payments of the recommended contracts is included in ISD's Fiscal Year 2013-14 budget request and sufficient appropriation will be requested for future years.

County cost savings are estimated to be \$675,294 for Region 1 and \$895,352 for Region 2 for a total of \$1,570,646. The Auditor-Controller has approved the cost analysis that demonstrate that these contracts are cost effective (Attachment 4).

The management fee for each contract is fixed for the initial three years of the contracts. The contracts allow for a Cost of Living Adjustment (COLA) increase during the fourth and fifth years of the contracts if the option years are exercised. The COLA language in the contracts complies with your Board's directive that COLAs for Living Wage contracts be limited to only the non-labor costs associated with the contract, unless the Contractor can demonstrate an increase in labor cost. The revenue share percentage is fixed for the entire term of the contracts and not subject to any increases.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The terms and conditions of the recommended contracts have been approved as to form by County Counsel. The contracts contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

These contracts are subject to the Living Wage Program (County Code Chapter 2.201). Classic Parking has signed a Memorandum of Understanding with Teamsters Local Union No. 911 and will execute the Collective Bargaining Agreement (CBA) subsequent to your Board's approval of the contract. Classic Parking has applied and been approved for an exemption to the Living Wage Program contingent on Classic's execution of the CBA.

### **CONTRACTING PROCESS**

On August 27, 2012, ISD released a Request for Proposals (RFP) for Parking Facilities Management Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 5). Notice of the RFP was sent by electronic mail to 197 vendors registered with the County (Attachment 6). In addition, the contracting opportunity was advertised in Los Angeles Times, Long Beach Press Telegram, and La Opinion.

Nine (9) vendors attended the mandatory proposer's conference held on September 13, 2012. On October 15, 2012, proposals were received for each of the two (2) regions as indicated below. Each proposal was reviewed for compliance with the minimum requirement criteria stated in the RFP.

Region 1 – Four (4) proposals received; one (1) was disqualified  
Region 2 – Four (4) Proposals received; one (1) was disqualified.

The proposals that met the minimum requirements were evaluated by a committee in accordance with the evaluation process identified in the RFP. Non-Selected proposers received debriefings on January 29, 2013. There were no protests resulting from this solicitation.

The recommended vendor received the top ranked scores for each region and proposed the lowest cost to the County for both regions. A summary of Community Business Enterprise Program information for the Classic is attached (Attachment 7).

On final analysis, selection was made without regard to gender, race, creed or color, or national origin.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended contracts will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. The contracts will not result in reduced services. Finally, there is no employee impact as a result of these contracts as the services are currently being performed under a contract.

**CONCLUSION**

Approval of the contracts will allow the County to continue to provide parking management services for County employees, jurors and visitors in various parking facilities throughout the County of Los Angeles, and will ensure a continued revenue stream for the County.

Respectfully submitted,

A handwritten signature in dark ink that reads "Tom Tindall". The signature is written in a cursive, flowing style.

TOM TINDALL  
Director

TT:JS:YY

Enclosures

c: Chief Executive Officer  
County Counsel





**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CLASSIC PARKING, INC.**

**FOR**

**PARKING FACILITIES MANAGEMENT SERVICES**

**CONTRACT PROVISIONS  
PARKING FACILITIES MANAGEMENT SERVICES**

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**STANDARD EXHIBITS**

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B	PRICING SHEETS
C	PARKING FACILITY SPECIFICATION SHEETS
D	CONTRACTOR'S EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
H	JURY SERVICE ORDINANCE
I	SAFELY SURRENDERED BABY LAW

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**UNIQUE EXHIBITS**

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M CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CLASSIC PARKING, INC.  
FOR  
PARKING FACILITIES MANAGEMENT SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and Classic Parking, Inc., a California corporation, hereinafter referred to as Contractor. Classic Parking is located at 3028 Royal St., Los Angeles, CA. 90007.

**RECITALS**

WHEREAS, the County may contract with private businesses for Parking Facilities Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Parking Facilities Management Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Parking Facilities Management Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter, Los Angeles County Code Section 2.121.250, and California Government Code Sections 23004, 31000 and otherwise; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M, and are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Sheets
- 1.3 EXHIBIT C - Parking Facility Specification Sheets
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

### **Unique Exhibits:**

#### **Prop A - Living Wage Program**

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

#### **SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- 1.13 EXHIBIT M - Charitable Contributions Certification

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning:

- 2.1 **Adjusted Gross Revenue:** Total revenue received from all parking transactions including but not limited to parking fees collected for daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets, less City of Los



Angeles taxes and value of fee waivers or reduced fee value. In the event the Board of Supervisors approves Parking Fee Waivers or Reduced Fees, the adjusted gross revenue shall include the value of approved full and partial Parking Fee Waivers, Guest Parking Fee exemptions and Veterans License Plate fee exemptions, less any applicable City of Los Angeles taxes.

- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the SOW, Exhibit A.
- 2.3 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.4 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the SOW.
- 2.5 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.6 **County Auditor-Controller:** Auditor-Controller Department, Los Angeles County.
- 2.7 **County Contract Monitor:** Person (s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **County Project Director:** Person (s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.9 **County Project Manager:** Person (s) designated by County's Project Director to manage the operations under this Contract.
- 2.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.14 **ISD Parking Services Section:** Section within ISD responsible for daily operation of the Contract.
- 2.15 **Management Fee Parking Facilities:** Facilities where the Contractor is paid a fixed monthly rate for operations and maintenance of a Parking Facility.

- 2.16 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.17 **Regions:** Grouping of facilities within areas of Los Angeles County.
- 2.18 **Revenue Share Percentage:** Percentage of Adjusted Gross Revenue paid to the Contractor by County for management and operation of specific Parking Facilities.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The contract term shall be for a period of three (3) years, commencing on July 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County shall have sole discretion to exercise an option to extend this Contract term for up to two (2) additional one-year periods, and six (6) one-month periods for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised solely by the Director, Internal Services Department (ISD). The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor shall notify County's Project Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

### **5.0 CONTRACT SUM**

- 5.1 Contractor shall be paid in accordance with Exhibit B, Pricing Sheet, Parking Facilities Management Services, of this Contract
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder,

except as specified herein. A assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.3 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.4 Invoices and Payments**

5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - SOW and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet, itemizing monthly management fee amounts and monthly revenue share percentage.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A - SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

Contractor shall submit charges for Additional Staff requested by the County in accordance with Exhibit B - Pricing Schedule, for each additional staff level, i.e., attendant, cashier, supervisor. This charge shall include wages, overhead, management cost, benefits, and profit.

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service. If the 15<sup>th</sup> calendar day of the month falls on a Friday, or on a

weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15<sup>th</sup>.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.4.5 Contractor shall submit two (2) copies of all invoices under this Contract to the following address:

County of Los Angeles  
Internal Services Department, Contracting Division  
Internal Services Department  
1100 North Eastern Avenue  
Los Angeles, CA 90063  
Attention: Contract Unit Supervisor, Finance, Room 222

**5.4.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or an authorized representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.4.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**5.5 COST OF LIVING ADJUSTMENTS (COLA'S)**

For the two additional one-year option periods identified in Section 4.2, The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1<sup>st</sup> or the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living

adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 COUNTY'S PROJECT DIRECTOR**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 COUNTY'S PROJECT MANAGER**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### **6.3 COUNTY'S CONTRACT MONITOR**

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT MANAGER**

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and

shall coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

## **7.2 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

## **7.3 CONTRACTOR'S STAFF IDENTIFICATION**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person, visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper contract worker ID badge on their person.

7.3.2 Contractor shall notify the County Project Manager in writing, within one business day, when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but

shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, without regard to whether the Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 CONFIDENTIALITY**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the



event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor's Acknowledgement and Confidentiality Agreement", Exhibit G.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work hereunder, including but not limited to, adding/deleting staff, adding/deleting Parking Facilities, installation of automated equipment, Contract Sum, Payments, an amendment to this Contract shall be prepared and executed by the Contractor and by the Director of ISD, or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.
- 8.1.3 The Director of ISD, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.
- 8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves



the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, Contractor must obtain County's consent through a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims that the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within seven (7) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

#### **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations,

ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and obtain reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is

attached as Exhibit H and incorporated by reference into and made a part of this Contract.

**8.8.2 Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or

qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

##### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

##### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,



fitness or capacity to perform a contract with the County, any other public entity, or a non profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-



ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 10th of the following month and a copy will be provided to the County Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the

Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be reimbursed by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE OR ELECTRONIC REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any

wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be,

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.5 - Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's and/or its officers, employees, subcontractors, or other agents' acts and/or omissions arising from and/or relating to this Contract and/or Contractor's financial responsibilities under this Contract, and/or relating to any failure by Contractor and/or any of its officers, employees, subcontractors, or other agents to comply with any provision of this Contract and/or any applicable federal, state, or local law, rule regulation, ordinance, directive, guideline, policy and/or procedure, including, but not limited to, County supplied accounting and cash control procedure and the Data Security Guidelines.

Contractor's duty to indemnify the County shall survive the expiration or earlier termination of this agreement.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in

addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Internal Services Department, Contracting Division  
1100 North Eastern Avenue  
Los Angeles, CA 90063

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a

Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of Insurance or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost



from sums due to Contractor or pursue Contractor reimbursement.

**8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **8.25 INSURANCE COVERAGE**

**8.25.1 Garage Insurance** (written on ISO form CA 00 05 or its equivalent), naming County and its Agents as an additional insured, with limits of not less than the following:

**A. Garage Operations – Liability Other Than Covered Autos**

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per Accident:	\$2 million

**B. Garage Operations – Liability for Covered Autos:**

Automobile Liability for all Contractor's "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": \$1,000,000 each accident



C. Garagekeepers Liability:

Coverage shall apply on the Direct Primary basis, and include Comprehensive and Collision coverages, with limits no less than \$40,000 per vehicle.

- 8.25.2 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.3 **Crime Coverage**

A Fidelity Bond or Crime Insurance Policy with limits of not less than \$2,000,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.4 **Property Coverage**

Contractor given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special cause of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, defined in Exhibit A – SOW, Attachment 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph

8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Internal Services Department from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of ISD or designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered in person with signed receipt, or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Director, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in

the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or



other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records

related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:



- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Internal Services Department, Contracting Division  
Contracting Division, Contracts Section  
1100 North Eastern Avenue, 1st Floor  
Los Angeles, CA 90063

#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

#### **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or

bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

##### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

##### **9.1.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County

Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at Subsection 5 of this Subparagraph 9.1.2 under the Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this subparagraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
  3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.



4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

#### **9.1.3 Contractor’s Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if



any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

**9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

**9.1.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall

also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### 9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any

assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may

constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this subparagraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### **9.1.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **9.1.10 Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

#### **9.1.12 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference

Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

#### **9.4 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

#### **9.5 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

9.5.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.



- 9.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.5.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Classic Parking, Inc.

By 

Name

PRESIDENT

Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

John Krattli  
County Counsel

By   
Principal Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK (SOW)**

**FOR**

**PARKING FACILITIES MANAGEMENT SERVICES**

**PARKING FACILITIES MANAGEMENT SERVICES  
STATEMENT OF WORK**

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**ATTACHMENTS**

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## 1.0 SCOPE OF WORK

Contractor shall provide Parking Facilities Management Services to County owned or leased Parking Facilities listed in the Contract, Exhibit B, Pricing Sheets. The services shall include all staff, supervision, supplies, reports and accounting records to operate and maintain Parking Facilities as set forth in Exhibit C, Parking Facilities Specification Sheets, of the Contract. County may require Contractor to provide additional services at management fee lots and shall reimburse Contractor on an hourly rate basis subject to the rates in Exhibit B, Pricing Schedule.

## 2.0 DAYS/HOURS OF OPERATION

Contractor shall provide all services required by County in accordance with the days and hours of operation identified in the Parking Facility Specification Sheets as set forth in Exhibit C of the Contract.

### 2.1 Holiday Work Schedule

Contractor may be required to provide staff on County recognized holidays either to provide services or to provide maintenance services for Parking Facilities as specified in each Parking Facility Specification Sheet, Exhibit C of the Contract.

### 2.2 Special Events

The Contractor shall provide services for special events and programs on any day of the week, within 24 hours after County has given Contractor notice of such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs. Contractor shall obtain County Project Manager's approval of applicable special event rate and ticket distribution no less than one business day prior to the special event.

## 3.0 DEFINITIONS

### 3.1 American Disabilities Act (ADA) Accessible Parking

Parking spaces that meet requirements under the ADA and are identified in blue and with ADA symbol marking.

### 3.2 Cashier

Person responsible for collecting parking revenue and issuing parking tickets.

### 3.3 CEO

Chief Executive Office, County of Los Angeles.

### 3.4 Change Fund

Amount of cash each Revenue Parking Facility receives at the beginning of each day.

### 3.5 Contract Compliance Section

The section of ISD responsible for ensuring compliance of Contract.

### 3.6 Contract Discrepancy Report (CDR)

A document written by the County Project Manager to identify key performance indicators of the Contract that Contractor has not met during the Contract term.

### 3.7 County Recognized Holidays

The County Recognized Holidays are:

- New Year's Day (January 1),
- Martin Luther King's Birthday (Third Monday in January),
- Presidents Day (Third Monday in February),
- Memorial Day (Last Monday in May),
- Independence Day (July 4),
- Labor Day (First Monday in September),
- Columbus Day (Second Monday in October),
- Veteran's Day (November 11),
- Thanksgiving holidays (Fourth Thursday and Friday in November),
- Christmas Day (December 25).

### 3.8 Credit Card

A card issued by a bank or business authorizing cardholder to pay for goods or services on credit.

### 3.9 Customer Assistance Center (CAC)

Central point for Contractor to report PARCS-related incidents.

### 3.10 Data Security Guidelines:

(a) All applicable security standards and guidelines that may be published from time to time by any credit card association, the National Automated Clearing House Association, any credit card issuer, any credit card processor, including the Automated Clearing House operating rules, the Payment Card Industry (PCI)-Data Security Standard (DSS) and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of the County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County Project Director to Contractor.

### 3.11 Incident

Any occurrence in connection with this Contract or a Parking Facility involving theft, bodily injury, property damage, or vandalism, and/or fire or law enforcement authorities.

### 3.12 Internal Services Department (ISD) Parking Services

The section of ISD responsible for Parking Facilities.



3.13 Key Security System

System of control which includes a secured location (e.g. lock box) for vehicles keys when held by Contractor for valet parking, stacked parking, etc.

3.14 Management Fee Parking Facility

Parking Facilities which are operated and maintained for a fixed monthly rate to be paid by County to Contractor. Some Management Fee facilities may include revenue handling.

3.15 PARCS

Parking Access and Revenue Control System (PARCS) is County's automated parking revenue collection and management system.

3.16 Parking Attendant

Person who directs patron/vehicles entering/exiting Parking Facilities.

3.17 Parking Rate Schedule

Schedule of all Parking Fees approved by the Los Angeles County Board of Supervisors.

3.18 Parking Supervisor

Person responsible for supervision of staff and who is physically located at the Parking Facility.

3.19 Pay on Foot (POF) Station

Automated cashiering station, a part of PARCS, used for payment and validation of parking tickets at automated Parking Facilities.

3.20 PCI:

Payment Card Industry.

3.21 PCI-DSS:

Payment Card Industry Data Security Standard, as it exists from time to time.

3.22 Performance Requirements Summary

Identifies key performance indicators of the Contract that will be evaluated by the County to ensure that Contract performance standards are met by the Contractor and deduction/fees to be applied for non-compliance with the Contract.

3.23 Pre-paid Events

Events where patrons have paid Parking Fees in advance and receive a parking voucher to enter Parking Facility.

### 3.24 Region

Geographic group of Parking Facilities defined by County that require Parking Services.

### 3.25 Revenue Parking Facility

Parking Facilities which generate revenue from all parking transactions including but not limited to Parking Fees collected from daily parking, monthly parking permits, parking meters, film company reservations, special events, pre-paid events and validated tickets.

### 3.26 Stack Parking (Traditional)

Parking cars bumper to bumper in parking structure/facility by valets.

### 3.27 Tandem Parking

Two or more vehicles parking in one-lined parking space.

### 3.28 Valet Parking Services

A parking service provided whereby a patron leaves a vehicle at the entrance and parking attendant parks and retrieves the vehicle.

## 4.0 OPERATIONAL TASKS

### 4.1 All Facilities

Contractor shall provide the following operational tasks at all Parking Facilities:

- 4.1.1 Ensure Parking Facilities, gates, doorways, and/or chains are open and/or closed/locked in accordance with the hours as identified in each of the Parking Facility Specification Sheets, as set forth as Exhibit C of the Contract;
- 4.1.2 Screen incoming vehicles for proper parking permits, if appropriate;
- 4.1.3 Ensure a smooth flow of incoming and exiting traffic, to prevent build-up of traffic on entrance/exit lanes;
- 4.1.4 Ensure all incoming vehicles are without serious visible mechanical defects. If serious defects are present, vehicle will be denied access to Parking Facilities;
- 4.1.5 Provide directions to alternate Parking Facilities when Parking Facility is full or to accommodate oversized vehicles;
- 4.1.6 Ensure parking procedures are followed for reserved, designated, car pool and ADA parking spaces. Report violations immediately by fax to ISD Parking Services;
- 4.1.7 Ensure all reserved parking spaces are used appropriately and all parking is contained within designated parking spaces;

- 4.1.8 Direct vehicles with appropriate ADA placards or license plates to available ADA parking spaces;
- 4.1.9 Ensure all vehicles comply with the posted speed limit;
- 4.1.10 Issue warnings to patrons for parking regulation violations (Attachment 3 to SOW).
- 4.1.11 Ensure visibility of Parking Attendant/Cashier to patrons during operational hours;
- 4.1.12 Maintain a courteous, pleasant attitude with each parking patron;
- 4.1.13 Park or move vehicles, when determined to be necessary by ISD Parking Services, to accommodate incoming vehicles and assist patrons exiting;
- 4.1.14 Contact ISD Parking Services by telephone for prior approval to tow or move vehicles where no key has been provided;
- 4.1.15 Post instructions for retrieval of vehicles exiting after hours of operation.

#### **4.2 Operational Tasks for Revenue Parking Facilities**

In addition to the operational tasks identified in Subparagraph 4.1, the Contractor shall collect Parking Fees in accordance with the Parking Rate Schedule and issue pre-numbered, sequential, three-part parking tickets, if distributed manually or a one-part ticket from an automated ticketing dispenser (e.g. PARCS).

#### **4.3 Operational Tasks for Music Center and Disney Concert Hall**

In addition to the operational tasks identified in Subparagraphs 4.1 and 4.2, Contractor shall provide the following tasks at the Music Center and Disney Concert Hall:

##### **4.3.1 Valet Parking Services**

Provide valet parking services for all scheduled performances and on a as-needed basis in accordance with the Parking Rate Schedule. Contractor must provide sufficient Parking Attendants to meet the parking demands based on attendance at performances. County Project Manager will provide Contractor with a contact listing for coordination of valet services within 30 days of the Contract start date.

##### **4.3.2 Key Security System**

Provide and maintain a key security system to ensure auto security when the patron leaves vehicle keys with parking attendant. This system shall be subject to review and approval by the County ten (10) days prior to Contract start date.

Contractor shall provide system use procedures for key security system to the County for review and approval ten (10) days prior to the Contract start date.

Contractor shall notify the County at least ten (10) days in advance of any proposed modification to the approved security system and/or the system use procedures. Any proposed changes are subject to County review and approval.

#### **4.4 Refunds**

Contractor shall provide Parking Fee refunds to patrons on the same day, or as otherwise authorized by the County, due to cancelled shows, validations or law enforcement action.

### **5.0 REVENUE HANDLING AND INTERNAL CONTROLS**

#### **5.1 Parking Rate Schedule**

Contractor shall collect Parking Fees on a daily basis at all Revenue Generating Parking Facilities, except at metered Parking Facilities. The Contractor shall implement modifications to the Parking Rate Schedule as authorized below.

##### **5.1.1 Parking Fees**

Contractor shall collect Parking Fees in accordance with the Parking Rate Schedule provided by County Project Manager from each individual or group who occupies a parking space(s).

##### **5.1.2 Parking Fee Waivers or Reduced Fee**

The Board of Supervisors in their sole discretion periodically approves reduced Parking Fees or Parking Fee Waivers at County owned or leased parking facilities for special events.

Contractor shall not reduce or waive Parking Fees unless directed by ISD Parking Services subsequent to Board of Supervisors' approval.

##### **5.1.3 Veterans Special License Plates**

Vehicles with valid Veterans Special License Plates are exempt from paying the Parking Fees in all Parking Facilities with the exception of the Parking Facilities that are controlled by an automated system (see SOW Attachment 4 for list of Veterans Special License Plates). This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent that Parking Fees are otherwise payable on such days. Vehicles entitled to the above exemption shall be subject to any other applicable restrictions pertaining to parking at the involved location.

Reduced Fees, Parking Fee Waivers or Veteran exemptions, as authorized by the County, shall be documented and recorded on the Daily Activity and Revenue Report as described in Subparagraph 6.2 and the Monthly Activity and Gross Revenue Report as described in Subparagraph 6.6.

#### 5.1.4 Monthly Fees

Contractor may sell monthly parking permits at any Parking Facility where space is available and a monthly Parking Fee is established. Permits are valid from the first day of the month through the last day of the month. Proration of the parking fees is **NOT** allowed. Payment for monthly parking permits must be in accordance with Subparagraph 5.2, Method of Payment. Contractor must collect monthly parking fees in full, in advance and must provide receipts to document each transaction.

### 5.2 Method of Payment

All Parking Fees shall be collected in cash or credit card. Credit cards may only be accepted at County automated facilities. However, monthly Parking Fees and Film Company Parking Fees may be paid by personal check made payable to Contractor. Contractor shall deposit checks to its bank account and then provide the County with a Contractor check made payable to the County of Los Angeles for the gross total of Parking Fees collected by the end of the next business day. The Contractor shall accept credit cards as and when directed by the County in writing to do so.

In no event shall Contractor accept partial payment or collateral, such as, but not limited to, keys, identification, or blank checks in lieu of payment of Parking Fees.

### 5.3 Cash Collection Devices

Contractor shall ensure that all revenue collected in each Parking Facility is stored in a locked secure device (e.g. drop box, cash drawer, cash register) and must be pre-approved in writing by the County.

### 5.4 Parking Meters

Contractor shall empty parking meters and other collection devices not less than three (3) times weekly on Monday, Wednesday and Friday of each week before 10:00 AM. Parking meters in a single Parking Facility shall be emptied daily if meter exceeds \$100 per day. Contractor shall as appropriate record, collect and maintain any tape or other transaction record maintained by the collection device.

### 5.5 Collection and Deposit

Contractor shall collect all Parking Fees in accordance with Subparagraph 5.2 hereof, Method of Payment. The Contractor shall deposit daily all Parking Fees collected at each Parking Facility into a bank account established by the County by 3:00 p.m. the following business day.

Subsequent to the deposit of Parking Fees, Contractor shall deliver the bank deposit receipt to ISD Parking Services at the address identified in the Contract, Exhibit E – County’s Administration, by 4:00 p.m. the following business day.

## **5.6 Accounting and Cash Control Procedures**

5.6.1 Contractor shall establish and maintain procedures for the accounting and control of cash from the time of collection by the Contractor to the deposit of parking fees into the bank account established by County as described in this Subparagraph 5.6. All such accounting and cash control procedures shall be submitted by the Contractor to the County Project Manager for approval at least fifteen (15) days before the Contract start date.

### **5.6.2 Daily Cash Control**

- Cash box/register shall be organized with bills sorted by denominations and loose change accounted for.
- Cashiers shall not have more than \$100 in hand when outside the booth.
- Cashiers must wear aprons that cover the pockets of their clothing and in no event shall Cashiers put Parking Fees collected in the pocket of their clothing.
- Personal cash shall be kept separate from Parking Fees collected.
- Maximum cash in cash drawer/register shall not exceed \$400. When this amount is surpassed, Cashier shall prepare cash drop and deposit in Parking Facility safe or locked drop box.
- Cashiers shall immediately make cash drops of all \$100 and \$50 bills in a Parking Facility safe or locked drop box.

### **5.6.3 Credit Card Handling**

Credit card payment activities such as physically handling of the card, inserting card into card reader(s), swiping, etc. should be performed by the customer, when possible.

When Contractor handling of customer payment cards is required, Contractor must ensure card is visible by customer at all times, when performing card swipes, presses, etc. This will help ensure Contractor personnel cannot use external card readers or other media readers to steal identities, card or account numbers, etc. as well as mitigate potential customer claims of fraud or identity theft against County.

#### 5.6.4 Payment Card Industry (PCI) Data Handling

The County will supply Contractor PCI compliant equipment, systems and networks to perform parking operations.

- Contractor shall, and shall cause its staff to, use all County supplied equipment, networks and systems in accordance with the County provided instruction. Contractor shall not, and shall not permit its staff, to use any County supplied equipment, networks and systems for any other purpose other than as strictly required to perform work under this Contract.
- Contractor shall, and shall cause its staff to, monitor and keep safely all County supplied equipment, networks and systems to which it has access during the course of performance of work under this Contract. Contractor shall report any actual or potential threat to the safety and security of any such County supplied equipment, networks and systems to County Project Director immediately upon discovery thereof.
- Contractor shall not, and shall not permit any of its staff or any third party to, attach or insert any equipment or other item to or into, or otherwise temper with, any County supplied equipment, networks or systems. Contractor shall report any such attachment to or tempering with any County supplied equipment, networks or systems to County Project Director immediately upon discovery thereof.
- Contractor shall not, and shall not permit any of its staff or any third party to, replace, modify or remove County supplied equipment, networks or systems. Contractor shall report any such replacement, modification, or removal of any County supplied equipment, networks or systems to County Project Director immediately upon discovery thereof.
- Contractor shall report any abnormalities or anomalies with the functionality of any County supplied equipment, networks or systems to County Project Director immediately upon discovery thereof.
- Contractor shall, and shall cause its staff to, adhere to County supplied processes for cash and/or credit transactions and shall comply with all Data Security Guidelines that are applicable to the Contractor and/or work under this Contract. Any Contractor or Contractor staff activity directed toward compromising PCI data



compliance or accessing any system customer credit data will be grounds for prosecution and contract termination.

- Without limiting the other confidentiality provisions of this Contract, Contractor shall, and shall cause its staff, to maintain the confidentiality and security of, and shall not disclose, all County and customer data to which the Contractor has access during the course of its performance under this Contract. Contractor shall not, and shall not permit its staff, to use any such data for any other purpose other than as strictly required to perform work under this Contract.
- County systems will log all cash and credit transaction, Contractor personnel system interactions and, at its discretion, perform audits of said activities.

## **5.7 Parking Fee Reconciliation**

Contractor shall use a secure area to count Parking Fees and reconcile revenue with car counts, tickets issued and automated PARCS report summary.

Contractor shall conduct at least one unscheduled cash count each quarter of the Contract year at each Revenue Parking Facility. Contractor shall provide the County with copies of reconciliation sheets resulting from the unscheduled cash counts for each Parking Facility within five (5) business days after the cash count/audit. Contractor shall notify County Project Manager the morning of all unscheduled cash counts/audits. County reserves the right to attend any or all unscheduled cash counts/audits.

When discrepancies are found, Contractor shall complete an internal audit to verify findings within three (3) business days of finding discrepancy. Recommended corrective action as a result of audit findings must be completed within ten (10) business days and submitted to County Project Manager.

## **5.8 Tickets and Permits**

The County must approve the format of all tickets and permits prior to the Contractor distributing them to the public. Contractor's phone number, web site address and other contact information are to be printed on the tickets and colored coded as specified by the County.

Contractor shall purchase all parking tickets for automated and manual operations (not to exceed a four month on-hand supply) printed on recycled paper stock and deliver the tickets directly to ISD Parking Services, at the address provided in Exhibit E, County's Administration, of the Contract. ISD Parking Services will then issue the tickets to the

Contractor for distribution to each Parking Facility. Contractor shall disburse individual series of tickets in sequential order to each Parking Facility. A record of the receipt and issuance of sequentially numbered parking tickets shall be provided to the County within one (1) business day from ticket distribution. Any ticket not accounted for shall be considered missing or lost and shall be accounted for accordingly in the Daily Activity and Revenue Report.

When ordering tickets or permits, Contractor must request that seller provide County with a duplicate of the Purchase Requisition. The Requisition shall identify the beginning and ending serial numbers of tickets or monthly permits, quantity ordered, and color coding of each ticket series.

#### 5.8.1 Use of Parking Tickets

Contractor may only sell daily tickets to the general public at any Parking Facility where a Parking Fee is established and excess spaces are available, provided County parking is not impacted.

The Contractor shall use pre-numbered, sequential, three part parking tickets if distributed manually, and/or one part parking tickets generated by PARCS ticketing dispenser. In the event the PARCS ticketing dispenser is not available, the Contractor shall use three part manual parking tickets. When manually issuing a parking ticket, the Parking Attendants/Cashier shall place the first part of the parking ticket in the vehicle face-up on the driver side of the dashboard, and the second part of the parking ticket on the windshield wiper after annotating the first three digits of the license plate on the back. The Parking Attendants/Cashier shall return the third part of the ticket.

Any voided parking tickets (all parts of ticket) shall be submitted to the Parking Supervisors at the end of each shift to be included in the Daily Activity and Revenue Report.

#### 5.8.2 Missing Tickets

Contractor shall pay the County for each missing ticket. Missing and out of sequence tickets must be reported on the Daily Activity and Revenue Report. The deduction amount specified in the Performance Requirements Summary (PRS) will be deducted for each missing ticket from Contractor's invoice or revenue to be paid to Contractor for the respective Parking Facility.

#### 5.8.3 Lost Tickets

Contractor shall report all patron lost tickets on the Daily Activity and Revenue Report. In the event patron has lost ticket, the Parking Attendant/Cashier shall collect the maximum daily Parking Fee from the patron exiting the respective Parking

Facility. Contractor shall complete a Lost Ticket Claim Form, Attachment 5 to this SOW, and submit with Daily Activity and Revenue Report.

#### 5.8.4 Film Company Parking

Requests to utilize a Parking Facility for filming purposes are managed by CEO, Real Estate Division. The CEO will collect all applicable administrative fees and issue the approved Parking Permit. A copy of the approved Parking Permit will be sent to ISD Parking Services. ISD Parking Services will provide Contractor with a copy of the approved Parking Permit.

The Contractor shall reserve all film company parking and collect the applicable Parking Fees from the filming companies. The rate shall be calculated based on the number of parking spaces occupied at two times the daily Parking Fee for the respective Parking Facility. This amount will then be multiplied by the period of time specified on Parking Permit. The Contractor's employees shall record receipt of Parking Fees on the Daily Activity and Revenue Report.

The Contractor shall monitor the activities of the film companies by being present at the respective Parking Facility during the period of time identified on the Parking Permit. Contractor shall not inconvenience parking for County employees to accommodate film company parking.

Contractor shall ensure that no ADA parking spaces are blocked or used to accommodate film company parking.

#### 5.8.5 Validated Tickets

Parking Attendants/Cashiers shall not accept validated tickets in exchange for a new ticket to enter the Parking Facility the next day. Parking Attendants/Cashiers shall turn in all validated tickets with the Daily Cashier Report.

### 5.9 Control of Change Fund, Keys and Cash Drop Boxes

The Contractor shall control and record the issuance of Change Funds, keys to cash drawers and drop boxes by Parking Supervisors to the Parking Attendants/Cashier. The Contractor's Parking Attendant/Cashier shall return Change Funds, keys and logs to Parking Supervisors at the end of each shift.

### 5.10 Losses

The Contractor shall be responsible for any losses resulting from the deposit of counterfeit bills and/or other methods of payment approved by the County that are not negotiable because of insufficient funds or other reasons.

In order to minimize losses from counterfeit bills, Contractor shall develop a method to ensure integrity of monies collected. Method must be pre-approved in writing by County,

## **6.0 REPORTS AND LOGS**

### **6.1 Daily Free Entry Log**

The Contractor's Parking Attendants/Cashiers shall record each free entry into the Parking Facilities by completing the Free Entry Log daily, Attachment 6 to this SOW. The Daily Free Entry Log shall include the name of the patron/employee, organization, employee number (if applicable), patron or employee's signature, the vehicle's full license plate number or County vehicle number, and the justification for allowing free entry. The Parking Supervisor shall review and approve the log. The log shall be retained by the Contractor as a reference for the County Project Manager.

### **6.2 Daily Activity and Revenue Report**

The Contractor shall submit the Daily Activity and Revenue Report, both electronically and hard copy, for each day by noon of the following business day. The report shall be accompanied by deposit receipts and shall be prepared by the Contractor's employees (other than the Parking Attendants/Cashier and Parking Supervisors).

The report shall identify:

- Activity and revenue collected daily for each Parking Facility.
- Reconciliation of daily Parking Fees to amount of cash collected each day less the cash available at the beginning of the day.
- Discrepancies in such reconciliation shall be identified.

At a minimum, the report shall include the following elements:

- 6.2.1 The starting and ending parking ticket numbers.
- 6.2.2 The Parking Fees collected from daily, monthly entries, film companies, special events, pre-paid events.
- 6.2.3 Amount collected from PARCS (e.g. POF, Hand held).
- 6.2.4 Cash drops times and amounts.

### **6.3 Daily Cashiers Report**

The Contractor's Parking Attendants/Cashiers shall prepare a Daily Cashiers Report for each Parking Lot. The report shall show the starting and ending ticket number of manual and automated parking tickets for each lot and activity counter reading for each shift, the amount of the Change Fund received by each Parking Attendant/Cashier upon starting the shift, the amount of the Change Fund returned at closing and the total number of activities and tickets for the day. The Parking Supervisor shall

verify the activity counter reading and last parking ticket number at closing for manual and automated facilities. The report shall be submitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report and a copy of the Daily Cashier Report shall be provided to the County with the Daily Activity and Revenue Report.

#### **6.4 Parking Meter Revenue Report**

The Contractor shall prepare a Parking Meter Revenue Report each time parking meters are emptied. The report shall show the date and time of collection, the Parking Facility, the amount collected and verification of amounts collected by Contractor's employee(s) and Parking Supervisor. Collection of cash from parking meters shall be verified by a parking Supervisor. The information from the report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report and a copy of the Parking Meter Revenue Report Shall be provided with Daily Activity and Revenue Report.

#### **6.5 Credit Card Report**

Acceptable forms of credit card payments are American Express, MasterCard, and Visa. Contractor shall deliver the credit card transaction report generated by PARCS to County daily.

#### **6.6 Monthly Activity and Gross Revenue Reports**

Contractor shall provide a Monthly Activity and Revenue Report to the County Project Manager by the 10<sup>th</sup> of each month. The Report shall include the following information, itemized by Parking Facility and then totaled for all Parking Facilities:

- 6.6.1 The amount of Parking Fees collected during the previous month;
- 6.6.2 The Parking Fees collected from daily, monthly entries, film companies, special events, pre-paid events;
- 6.6.3 The number and type of free or exempt entries;
- 6.6.4 The amounts paid, number and type of prepaid and monthly entries;
- 6.6.5 The fees paid by validating businesses, if any;
- 6.6.6 The parking ticket series assigned to each Parking Facility and sold during the previous month;
- 6.6.7 The beginning and ending vehicle counts by the automated vehicle counters for the month;
- 6.6.8 Delinquent monthly Parking Fees by name; and aging fees by customer and parking facility.

#### **6.7 Incident Reports**

Contractor's Parking Supervisors shall submit a written report to the County Project Manager of any incident that occurs in a Parking Facility

within 24 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage estimated to be over \$500, the Contractor shall inform the County Project Manager by telephone upon Contractor's notification of incident in addition to submitting a written incident report. The report shall identify the date and time of the incident, the nature of the incident and the individuals and police agency involved, if any. Contractor staff observing the incident shall prepare the report and the employee's Parking Supervisor shall approve the report. The Contractor shall submit the Incident Report to the County Project Manager by the close of business the same day the incident occurred.

#### **6.7.1 Vehicle Damage Report**

Contractor shall inspect all vehicles in Parking Facilities in the morning and the afternoon each day to record and report any vehicle showing physical damage. Contractor shall complete the Vehicle Damage Report, Attachment 7 to this SOW, and submit the report to ISD Parking Services before the end of the next business day along with revenue report.

#### **6.8 Daily Vehicle Inventory**

Contractor shall inventory any vehicles remaining in the Parking Facilities at the beginning and end of the operational hours each day and complete the Daily Vehicle Inventory – Beginning and End of Daily Operations Report, Attachment 8 to this SOW, and submit the report to ISD Parking Services before the end of the next business day.

#### **6.9 Complaint Log/Hot Line**

County shall establish and maintain a Complaint Hot Line (213-974-8102) telephone number for receiving complaints regarding the Parking Facilities, Contractor staff or any other complaints. The Complaint Hot Line telephone number shall be identified on signs located at each Parking Facility subsequent to approval by County Project Manager. The County shall maintain a log containing the date of the complaint, nature of the complaint, and corrective action taken. The Contractor shall provide all necessary information to County Project Manager to address and resolve all complaints received.

#### **6.10 Utilization Reports**

Contractor shall maintain and provide as needed utilization information data based on patrons, employees, jurors or other utilization of the Parking Facilities. County will determine when studies are necessary.

### **7.0 PARKING FACILITY MAINTENANCE**

Contractor must maintain and clean all Parking Facilities. The following are general descriptions of the maintenance tasks for all Parking Facilities. Frequencies for maintenance tasks are identified in the Parking Facility

Specification Sheets, Exhibit C to the Contract. Contractor shall perform the following tasks:

## **7.1 Required Maintenance**

### **7.1.1 Parking Facility Sweeping/Cleaning**

1. Contractor shall clean and keep asphalt/concrete floor surfaces, ramps, drive lanes, driveways, crosswalks and parking spaces, including adjacent drive areas within the parking facility free of trash & debris, cobwebs, weeds, oil, grease and other stains/spills. Contractor shall meet the sweeping/cleaning requirements by using, at a minimum, the following equipment:
  - a. A vacuum sweeper/truck that suctions trash particles and debris when cleaning asphalt-surface facilities.
  - b. A power broom sweeper that utilizes rotating brushes to sweep away dirt and debris build-up when cleaning concrete-surface facilities.
2. Contractor shall remove oil, grease, and other stains and automotive drips/leaks from Parking Facility surfaces, by using dry clean-up methods (absorbents) within two hours of notification or discovery. Absorbents must be disposed of properly.

### **7.1.2 Parking Facility Power Washing/Power Scrubbing**

Contractor shall high-pressure wash and power scrub Parking Facilities annually, including parking spaces, driveways, ramps, and walkways, and maintain them free from sand and dirt accumulation. Contractor shall meet the high-pressure washing and power scrubbing requirements by using, at a minimum, the following equipment:

1. A high power, high-pressure washer with water pressure rated at 250 degrees and 4000 PSI to remove grease and oil stains, gum, loose paint, dust, dirt, and to clean walkway steps and borders.
2. An industrial power scrub that uses detergent and rotating brushes to scrub parking structures.

Contractor shall have all Parking Facilities high-pressure washed and industrially scrubbed once per year, but not within six months of each other. Contractor shall adhere to appropriate regulatory agency standards and all applicable laws and regulations for water run-off/reclamation when power-washing and power-scrubbing facilities.



### 7.1.3 Solid Waste Collection and Removal

Remove and dispose of all trash or debris from Parking Facility according to all applicable laws and regulations.

1. Collect and remove all solid waste from Parking Facility in accordance with applicable laws and regulations.
2. Wash or steam clean waste cans and line cans with heavy duty bags of no less than three millimeters thickness.

### 7.1.4 Graffiti Removal

Graffiti removal shall be completed within twenty-four (24) hours of notification or discovery, and shall include the following:

1. Parking Facility – all interior and exterior surfaces
2. Hallways, walkways and stairways – all surfaces
3. Signs – all surfaces
4. Elevator floors, walls, doors and tracks.
5. Rubbish containers

All graffiti and vandalism eradication requests for repainting shall be submitted to the County's Project Manager. County reserves the ability to paint surfaces, if appropriate.

### 7.1.5 Lighting

1. All areas must be properly illuminated when lighting is needed. All fixtures must be clean, clear and free from dust and debris.
2. Replace burned out ballast, tubes, bulbs and starters within twenty-four (24) hours of notification or discovery.
3. Notify County of burned out ballast, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures within twenty-four (24) hours of notification or discovery.
4. Rope off areas or post signs while an employee is working overhead, to protect the public from walking into the work area.
5. Clean light fixtures and lenses using water, soaps, solvents, cleaning tanks and degreaser.

### 7.1.6 Repair Pot Holes & Spalling Concrete

Repair pot holes and spalling concrete within twenty-four (24) hours of notification or discovery.

#### 7.1.7 Cleaning of Restrooms

1. Clean restroom fixtures.
2. Clean and refill all restroom soap and paper dispenser.
3. Spot wash restroom walls, partitions and doors.
4. Remove/clean graffiti and vandalism.
5. Clean sink basins and all surrounding surfaces.
6. Clean restroom mirrors, kick plates, push plates.
7. Clean restroom floors with disinfectant detergent. Set up "wet floor" signs.
8. Clean and sanitize toilets, toilet seats, urinals and waterless urinals with germicidal solution.
9. Clean base of toilet bowls and below all urinals.
10. Clean behind toilet bowls and in corners of restroom floors.
11. Empty waste containers and replace plastic bag. Wash containers inside and outside.
12. Dust ceiling vents.
13. Contractor shall maintain daily log of each facility (as applicable).

#### 7.1.8 Cleaning of Stairwells, Elevators, Ramps and Escalators

1. Pick up trash and place in trash container.
2. Clean and sanitize elevators to remove unsanitary odors and conditions by cleaning floor, walls, and doors.
3. Sweep and damp mop floor surfaces. Set up "wet floor" signs.
4. Remove all standing water remaining after the hose down.

#### 7.1.9 Furnish, Replace and Install Signs

Replace damaged, worn or missing signs. County, in its sole discretion, will determine if new and/or replacement signs are needed and notify the Contractor.

#### 7.1.10 Furnish, Replace and Install Cones/Markers

1. Furnish and install parking cones and arrows for clarity of traffic flow.
2. Replace damaged and soiled parking cones as needed.

#### 7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars

1. Maintain all painted surfaces including pillars and curbs, as needed.
2. Re-stripe at least one third of total spaces of the region per year on a three (3) year cycle. Contractor shall submit to County a re-striping/painting schedule, for review and approval, by January of every calendar year.
3. Re-secure loose wheel stops and replace broken wheel stops and paint to match as needed.

**7.1.12 Maintenance of Attendant Booth/Office**

1. Clean and sanitize booth or office including interior and exterior windows.
2. Sweep and damp mop floor surface.
3. Empty all waste containers.

**7.1.13 Inspection and Maintenance of Fire Extinguishers**

1. Maintain the required number of fire extinguishers. Fire extinguishers shall be serviced annually before the expiration date identified by staff licensed by the California Fire Marshal.
2. Inspect each fire extinguisher, sign and date each maintenance tag on a monthly basis. In addition, Contractor shall maintain a monthly maintenance log on-site.

**7.1.14 Maintenance of Automated Parking Equipment**

Clean exterior of PARCS tickets dispenser daily.

**7.1.15 Maintenance and Repair of Gate Arms**

Maintain gate arms when necessary and replace broken gate arms within one hour upon discovery.

**7.1.16 Inspection of Automated Lots**

Perform daily safety inspections for all automated lots a minimum of two (2) times per day. Contractor shall complete and maintain the Daily Safety Inspection log, Attachment 9 to this SOW, on-site.

**7.2 Maintenance Reporting Requirements**

- 7.2.1** Contractor shall contact the CAC at (562) 940-3305 immediately and notify the County Project Manager verbally within one hour and in writing within 24 hours upon discovering that the PARCS equipment belonging to the County is in need of repair.

For all non-PARCS County equipment, Contractor shall notify the County Project Manager verbally within one hour and in writing within 24 hours.

- 7.2.2 Contractor shall notify the County Project Manager immediately, and in writing within 24 hours upon discovering a water leak or a faulty sprinkler system.

## **8.0 ACCEPTANCE AND MODIFICATION OF FACILITIES AND SERVICE AREA**

### **8.1 Contractor's Acceptance of Facilities**

The Contractor acknowledges personal inspection of the Parking Facilities. The Contractor accepts the Parking Facilities and related facilities in their present physical condition, and agrees to make no demands upon the County for any changes to be made before or after commencement of the Contract term.

### **8.2 Modification of Parking Facilities by Contractor**

The Contractor will not make any changes, modifications, alterations or improvements to any County facility without prior written approval from the County Project Manager. The Contractor will immediately, at Contractor's expense, restore modifications not approved by the County to original condition. The Contractor's failure to restore the facility shall result in restoration by the County at Contractor's expense.

### **8.3 Unscheduled Work**

County may authorize Contractor to perform unscheduled work. Examples of unscheduled work include, but are not limited to extra cycles of power wash/power wash of stairwells, new signage, etc. Work shall be performed only upon County's request and shall be competitively bid by Contractor. Contractor must obtain three (3) bids for each requested project totaling above \$1,500. Contractor shall incur the cost of work and submit invoice(s) to the County for reimbursement. Upon receipt of invoice(s), County shall inspect work and, if the work is acceptable, issue acceptance. If the work is not acceptable, Contractor shall make immediate corrections required to obtain County's approval until such approval is obtained. County will pay Contractor within 30 days of County's acceptance of work for the actual amount invoiced by vendor performing the work, plus 10 percent. Any such corrections for unacceptable work shall be at Contractor's expense.

In the event of an emergency or when a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County for approval prior to beginning work and send a written estimate within one (1) business day for approval. Contractor shall submit an invoice to County's Project Manager within five (5) working days after completion of the work. All unscheduled work shall commence on

the written date provided to the Contractor by County's Project Manager. Contractor shall proceed diligently to complete said work within the time allotted. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **9.0 County Responsibility**

### **9.1 Electronic Control Equipment**

County shall have the right to purchase and install or request the Contractor to purchase and install electronic Parking Access and Revenue Control Systems which may change the Contractor's staffing role and responsibility. County shall negotiate such staffing and rates in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

Where available, Contractor must utilize all PARCS appropriately at each Parking Facility.

### **9.2 Furnished Items**

9.2.1 County shall furnish Contractor a list of County equipment for use by Contractor during the Contract term. County shall provide such equipment list prior to Contract start date. The equipment list shall be updated each January of the Contract term.

9.2.2 The County shall provide and pay for all natural gas, electricity and water consumed in the operation of the Parking Facilities. The County shall not be liable to the Contractor for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Facilities. The Contractor shall be liable to the County for material waste of utilities caused by the negligent or intentional acts of its employees. The use of microwaves, toaster ovens, televisions, heaters, etc. by Contractor in County provided facilities are prohibited.

9.2.3 County shall furnish Contractor with an Emergency Contact List.

## **10.0 CONTRACTOR RESPONSIBILITY**

### **10.1 Staffing Plan**

Contractor shall submit a Staffing Plan to the County Project Manager no later than three (3) business days prior to the Contract start date. The Staffing Plan shall be compiled by Parking Facilities and provide the full name of each employee assigned to each Parking Facility. Prior to any changes in staff, the Contractor shall submit the proposed Staffing Plan to the County Project Manager for approval.

## 10.2 Staffing

### A. Contract Personnel

1. Contractor shall assign a sufficient number of employees to perform the required services at each Parking Facility as identified in each Parking Facility Specification Sheet, Exhibit C of the Contract.
2. All Contractor personnel shall be able to effectively communicate in English orally and in writing.
3. Contractor personnel must be at least eighteen (18) years of age.
4. Contractor personnel shall be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor, and appearance of its employees.
5. Contractor's personnel shall not bring visitors, any form of weapon, contraband, alcohol or drugs, audio/visual or print media to the workplace.
6. Contractor's personnel shall not be under the influence of alcohol or drugs; are subject to authorized search; and shall conduct themselves in a reasonable and professional manner at all times.
7. Contractor personnel who may operate vehicles in the course of their duties must have a current and valid California Drivers License.
8. Contractor must provide Contract Compliance Section with a Department of Motor Vehicle (DMV) Driving Record printout for all personnel who may operate vehicles in the course of their duties under this Contract within three (3) business days after the Contract start date. Contractor shall thereafter provide a DMV Driving Record Report on 50 percent of the employees annually on Contract anniversary date. Report shall be at the expense of Contractor. County may at its sole discretion require the removal of Contractor personnel based solely on the findings of the DMV report.
9. Contractor personnel removed by County cannot be relocated to another County facility/location.
10. Contractor shall insure that in operating the Parking Facilities its personnel exercise reasonable care to prevent injury to patrons and property.
11. Contractor shall provide and require every employee to wear a uniform, and shall require every employee to wear a

County-issued identification. County shall approve uniforms prior to contract start date.

**B. Parking Supervisors**

1. Contractor shall provide Parking Supervisors as identified in each Parking Facility Specification Sheet as set forth in Exhibit C of the Contract. Parking Supervisors shall be thoroughly trained and knowledgeable in all aspects of County's Parking Facilities operations.

In addition, Contractor shall provide County with a listing of supervisors, including their cell phone number, for each facility. The list shall be provided to the County at the beginning of the Contract and every time there is a change thereafter.

2. Parking Supervisors shall make inspections, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports, and ensure that the Parking Attendants/Cashiers follow the procedures required by the Contract.
3. Parking Supervisors must be able to effectively communicate in English, both orally and in writing.

**10.3 Training**

Contractor shall provide Contractor personnel with on-going safety and customer service training. Contractor personnel shall be trained in their assigned tasks and in the safe handling of equipment. All equipment will be checked daily for safety. All Contractor personnel must work according to California Occupational Safety and Health Administration standards.

**10.4 Contractor Office**

Contractor shall provide an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer all calls received by the answering service within one (1) hour of receipt of the call.

**10.4.1 Automated Lots**

Contractor shall provide 24-hour customer service assistance for all automated lots. In addition, a 24-hour intercom line shall be available to patrons needing assistance. The intercom shall be linked to an office located at the Music Center which must be staffed by the Contractor 24 hours a day, 7 days a week.



#### 10.4.2 Non-Automated Lots

Contractor shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

### 10.5 Equipment

10.5.1 At its own cost, the Contractor shall furnish and maintain fire extinguishers, flares, flashlights, flashlight batteries, and first-aid kits approved by the County Project Manager in each Parking Facility.

10.5.2 Contractor may supplement County's existing equipment, security gates, and perimeter fencing/cable barriers by providing any additional equipment that is required for optimum operation at Contractor's expense provided, however, that County must approve any new equipment being proposed to be installed by Contractor.

10.5.3 Any equipment, such as electric cars, provided by the County is limited to be used with care as designed. Contractor will be held responsible for costs of any repair or replacement that results from misuse or neglect.

### 10.6 Signs

The Contractor shall furnish permanent signs for all Parking Facilities, except metered Parking Facilities, informing the public of the Parking Fee and the name and telephone number of the Contractor. The signs shall be posted at the entrance of each Parking Facility and any other necessary location. The signs must be approved in advance by the County Project Manager.

### 10.7 Telephone Service

The Contractor shall, at its own expense, install and maintain telephones or provide wireless communications at all Parking Facilities to communicate with the Parking Attendants/Cashiers and shall provide its staff with a list of telephone numbers for emergency services for Parking Supervisors. The Contractor shall allow the County Project Manager reasonable use of the telephone equipment in the course of the County Project Manager's duties.

### 10.8 Emergency Call Instructions

Contractor shall furnish and maintain emergency call instructions in all cashier booth locations and offices within each Parking Facility.

**10.9 Regulatory Permits/Certifications**

Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications (e.g. business license) necessary to provide services pursuant to this Contract. All licenses, permits and regulatory certifications must be valid throughout the term of the Contract.

**10.10 Financial Statements**

Contractor shall submit annual Financial Statements that include the Contractor's assets, liabilities and net worth, and at a minimum shall include Balance Sheets, Statements of Income, and a Statement of Cash Flows. The statements must be received by the county by February 28 of each contract year at the following address:

County of Los Angeles  
Internal Services Department, Contracting Division  
1100 North Eastern Avenue  
Los Angeles, CA 90063

**11.0 ADDITIONS/DELETIONS/CHANGES OF PARKING FACILITIES, STAFFING, SPECIFIC TASKS AND/OR WORK HOURS**

County reserves the right to add or delete Parking Facilities, adjust the quantity of Parking Facilities within each Region, change the staffing requirements and/or operating hours of Parking Facilities during the Contract term. All changes must be made in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

**12.0 CONTRACTOR'S QUALITY CONTROL PLAN**

Contractor shall establish, maintain, and utilize a comprehensive written Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Project Manager for approval within three (3) business days prior to the Contract start date. The Plan shall include, but may not be limited to the following:

- 12.1** Method of monitoring and frequency to ensure that Contract requirements are being met.
- 12.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 12.3** Methods for continuing to ensure services to the County in the event of a strike by the Contractor's employees.

## **13.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

### **13.1 Monthly Meetings**

Contractor is required to attend scheduled monthly meetings and any emergency meetings as scheduled by the County Project Manager.

### **13.2 Contract Discrepancy Report (CDR)**

Verbal and written notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report, Attachment 1 to this SOW, shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within ten (10) workdays.

### **13.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **14.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listing of services used in Attachment 2 - Performance Requirements Summary (PRS) Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- 14.1 Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons

for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 14.2 Reduce payment to Contractor by the amount identified as the assessment fee in the PRS.
- 14.3 Failure of the Contractor within 10 days to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified shall constitute authorization for the County to have the services performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services, as determined by the County, shall be credited to the County on Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten days written notice with or without cause, as provide for in the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.41, Termination for Convenience.

## **15.0 GREEN INITIATIVES**

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy. Contractor shall notify County's Project Manager of the Contractor's new green initiatives implemented during the term of the Contract.

## 16.0 DELIVERABLES

Contractor shall provide all deliverables in written hard copy unless otherwise approved by County in accordance with the below matrix:

DELIVERABLE	SECTION	DUE DATE
Bank Deposit Receipt	5.5	Next business day by 4 pm
Accounting and Cash Control Procedures	5.6.1	15 business days prior to Contract start date
Parking Fee Reconciliation	5.7	5 business days after cash count/audit conducted
Daily Activity & Revenue Report	6.2	Daily (M-F) Next business day by noon
Monthly Activity and Gross Revenue Report	6.6	10 <sup>th</sup> of each month for the previous month
Incident Report	6.7	Within 24 hours of incident
Daily Vehicle Inventory	6.8	End of business day
Staffing Plan	10.1	3 business days prior to the Contract start or prior to proposed change in staff.
Parking Vehicle Damage Report	6.7.1	End of next business day
DMV Driving Record Printout for employees who may operate vehicles	10.2.A.8	3 business days after Contract start date
DMV Driving Record Printout for 50% of employees who may operate vehicles	10.2.A.8	Annually on Contract anniversary
Quality Control Plan	12.0	3 business days prior to Contract start date

**CONTRACT ADMINISTRATION DIVISION  
PARKING SERVICES SECTION  
CONTRACT DISCREPANCY REPORT**

Parking Facility Location: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Monitor: \_\_\_\_\_

Date of Discrepancy: \_\_\_\_\_

Arrival Time: \_\_\_\_\_

Time of Discrepancy: \_\_\_\_\_

Departure Time: \_\_\_\_\_

Performance Requirement Discrepancy Number: \_\_\_\_\_

Description of Discrepancy: \_\_\_\_\_

Monitor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CPM Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DATE TRANSMITTED TO CONTRACTOR: \_\_\_\_\_

VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date

COUNTY ACTIONS: \_\_\_\_\_

DATE CONTRACTOR WAS NOTIFIED OF ACTION: \_\_\_\_\_

VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

**Note:** This Chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

**Note:** This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

### Key to Performance Requirements Summary:

Column 1: Contract or Statement of Work Section reference;

Column 2: Description of the performance required to satisfy the Contract;

Column 3: How the Contractor's performance may be monitored by the Contract Project Monitor;

Column 4: Description of allowable deviation from Performance Standard;

Column 5: The amount that may be assessed per Discrepancy Report unless a per hour, per day or other measure of damages is specified;

Column 6: Assessment amount for 2<sup>nd</sup> violation;

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>CONTRACT SECTION</b>					
Contract 5.4	Submit two copies of invoice and required reports by the 15 <sup>th</sup> calendar day of the month following month of service.	Review of invoices and reports	None	\$50 per day invoice is late.	\$75 per day invoice is late on 2 <sup>nd</sup> violation.
Contract 7.2	Contractor requests/receives County approval before making staff changes.	Inspection and observation	None	\$100 per staff change made without approval by County.	\$125 per staff change made without approval by County on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
Contract 7.3	All employees must wear identification badges	Inspection and observation	None	\$50 per employee not wearing a badge during 1 <sup>st</sup> violation.	\$75 per employee not wearing a badge on 2 <sup>nd</sup> violation during second occurrence (regardless if it's the particular employee/s' 1 <sup>st</sup> time not wearing the badge).
Contract 7.4	All Contractor's staff must undergo a background investigation prior to working on County Contract.	Report on File	None	\$100 per employee per day working on County Contract without background investigation performed.	\$125 per employee per day working on County Contract without background investigation performed on 2 <sup>nd</sup> violation.
Contract 8.24.1	Contractor shall report to County all incidents, claims or suits within 24 hours of occurrence.	County knowledge of incident or occurrence	None	\$150 per failure to report incident, claim or suit.	\$175 per failure to report incident, claim or suit on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>4.0 OPERATIONAL TASKS</b>					
SOW 4.1.1	Ensure Parking Facilities open/close per Specification Sheets.	Observation	None	\$50 per Parking Facility not opened/closed per specification sheet.	\$75 per Parking Facility not opened/closed per specification sheet on 2 <sup>nd</sup> violation.
SOW 4.1.2	Vehicles in Parking Facilities have proper parking permits.	Observation	None	\$50 for each vehicle in Parking Facility without proper parking permits.	\$75 for each vehicle in Parking Facility without proper parking permits on 2 <sup>nd</sup> violation.
SOW 4.1.14	Contact ISD Parking Services prior to towing or moving.	County notification	None	\$50 for each occurrence when ISD Parking Services is not notified.	\$75 for each occurrence when ISD Parking Services is not notified on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 4.3.1	Provide valet services for all performances on as needed basis according to the Parking Rate Schedule.	Observation and/or County knowledge of valet services not provided	None	\$100 for each performance not providing any valet services.	\$125 for each performance not providing any valet services on 2 <sup>nd</sup> violation.
SOW 4.3.2	Provide and use key security system.	Observation	None	\$50 per individual occurrence where keys are not in key security system.	\$75 per individual occurrence where keys are not in key security system on 2 <sup>nd</sup> violation.
SOW 4.4	Provide Parking Fee refund for canceled show and validations.	Report reconciliation Patron/Visitor complaint	None	\$50 for each occurrence of Parking Fee not refunded or incorrect refund given.	\$75 for each occurrence of Parking Fee not refunded or incorrect refund given on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>5.0 REVENUE HANDLING AND INTERNAL CONTROLS</b>					
SOW: 5.1.1	Collect Parking Fees according to the Parking Rate Schedule.	Observation and Reports	None	\$25 for each occurrence of incorrect fee collected or no ticket issued.	\$50 for each occurrence of incorrect fee collected or no ticket issued on 2 <sup>nd</sup> violation.
SOW 5.2 & 5.5	Collect fees in accordance with the Parking Rate Schedule and deposit fees into bank account by 3:00 P.M the following business day, with a receipt to ISD Parking Services by 4:00 p.m. the following business day.	Review of records	None	\$1,000 for each day fees are not deposited in bank account by noon the following business day.	\$1,250 for each day fees are not deposited in bank account by noon the following business day on 2 <sup>nd</sup> violation.
SOW 5.1.2	Collect Board-approved Parking Fee Waivers or Reduced Fee.	Observation and Reports	None	\$50 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted.	\$75 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

**Note:** This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 5.1.4	Sell monthly parking permits and issue receipts.	Observation and Reports	None	\$50 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County.	\$75 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County on 2 <sup>nd</sup> violation.
SOW 5.2	Collect all fees in cash except when County authorizes another payment method in writing.	Observation and Reports	None	\$50 per transaction when other payment methods other than cash received without authorization by County.	\$75 per transaction when other payment methods other than cash received without authorization by County on 2 <sup>nd</sup> violation.
SOW 5.7	Conduct unscheduled cash counts and provide County with reconciliation sheet within 5 business day.	Report tracking	None	\$25 per day, each day report is late.	\$50 per day, each day report is late on 2 <sup>nd</sup> violation.
SOW 5.8	Purchase parking tickets and have delivered to ISD Parking Services	Observation	None	\$25 per ticket not purchased and delivered accordingly.	\$50 per ticket not purchased and delivered accordingly on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW: 5.8	Record the receipt and issuance of sequentially numbered parking tickets within 1 business day from distribution to Parking Facilities.	Observation	None	\$25 per day, per Parking Facility each day receipt of tickets was not provided.	\$50 per day, per Parking Facility each day receipt of tickets was not provided on 2 <sup>nd</sup> violation.
SOW 5.8.1	Contractor shall use pre-numbered, sequential, three-part parking tickets (if distributed manually) or one-part parking ticket generated by Parking Access & Revenue Control System.	Review or records; observation	None	\$100 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly.	\$125 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly on 2 <sup>nd</sup> violation.
SOW: 5.8.2	Report missing and out-of-sequence tickets on Daily Activity and Revenue Report.	Review of Daily Activity & Rev report	None	\$25 per missing ticket on Daily Activity & Revenue report.	\$50 per missing ticket on Daily Activity & Revenue report on 2 <sup>nd</sup> violation.



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW: 5.8.3	Report lost tickets on Daily Activity and Revenue Report and collect maximum daily Parking Fee from patron.	Review of Daily Activity & Rev report	None	\$100 per lost ticket on Daily Activity & Revenue report.	\$125 per lost ticket on Daily Activity & Revenue report on 2 <sup>nd</sup> violation.
<b>6.0 REPORTS AND LOGS</b>					
SOW 6.0	Provides accurate reports in accordance with dates identified.	Report receipt & reconciliation	None	\$50 per day report is late and/or \$50 per incorrect report.	\$75 per day report is late and/or \$50 per incorrect report on 2 <sup>nd</sup> violation.
<b>7.0 PARKING FACILITY MAINTENANCE</b>					
SOW 7.1	100% completion of maintenance tasks at frequency identified in Parking Facilities Specification Sheets and Statement of Work.	Observation	None	\$50 per day per Parking Facility with outstanding maintenance task not completed.	\$75 per day per Parking Facility with outstanding maintenance task not completed on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>10.0 CONTRACTOR RESPONSIBILITY</b>					
SOW 10.2.A.1	Parking Facilities shall be staffed as identified in Parking Specification Sheets.	Observation	None	\$100 per occurrence when staffing is below required levels.	\$125 per occurrence when staffing is below required levels on 2 <sup>nd</sup> violation.
SOW 10.2.A.9	Contractor personnel removed by County cannot be relocated to another County facility/location	Inspection/Obse rvation	None	\$500 per occurrence per day.	\$750 per occurrence per day on 2 <sup>nd</sup> violation.
SOW 10.2.A.11	All employees must wear identification badges and uniform shirt displaying company name/logo at all times	Observation	None	\$75 per employee per day.	\$100 per employee per day on 2 <sup>nd</sup> violation.
SOW 10.5	Contractor shall provide and maintain all equipment identified in SOW.	Observation	None	\$25 per occurrence for each Parking Facility with incomplete equipment.	\$50 per occurrence for each Parking Facility with incomplete equipment on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 10.6	Furnish permanent Parking Facility signs identifying facility number, fees, Contractor's name and ISD Parking Services compliant line. All signs are to be approved by CPM.	Observation	None	\$50 per sign missing.	\$75 per sign missing on 2 <sup>nd</sup> violation.
<b>12.0 QUALITY CONTROL PLAN</b>					
SOW 12.0	Contractor must be in compliance with and maintain a current quality control plan.	Review of records; observation	None	\$50 for each day Contractor not in compliance with plan or plan is outdated.	\$75 for each day Contractor not in compliance with plan or plan is outdated on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>13.0 QUALITY ASSURANCE PLAN</b>					
SOW 13.1	Contractor to attend scheduled monthly meetings or as needed meeting with ISD Parking Services	Attendance	10 minutes or phone notification of late arrival	\$25 per missed meeting	\$50 per missed meeting on 2 <sup>nd</sup> violation.

\* First Violation means the 1st occurrence as a result of a Review of Invoice, Reports and/or Records; Inspection; Observation; Report on file; County knowledge of incident/occurrence; County notification; Report reconciliation; Patron/Visitor complaint; Report tracking and/or Report reconciliation.

\*\* Second Violation means the 2nd occurrence as a result of a Review of Invoice, Reports and/or Records; Inspection; Observation; Report on file; County knowledge of incident/occurrence; County notification; Report reconciliation; Patron/Visitor complaint; Report tracking and/or Report reconciliation.

<h1 style="margin: 0; color: red;">WARNING</h1> <h2 style="margin: 0; color: red;">PARKING VIOLATION</h2>											
<h3 style="margin: 0; color: red;">22761</h3>											
<p>YOU ARE ILLEGALLY OR IMPROPERLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED AWAY AT YOUR EXPENSE.</p>											
<p><input type="checkbox"/> No Proof of payment</p> <p><input type="checkbox"/> Improperly Parked _____</p> <p>_____</p>											
<p><input type="checkbox"/> Parked in a "No Parking" zone</p> <p><input type="checkbox"/> Parked in disabled Persons' Space (Without I.D.)</p> <p><input type="checkbox"/> Parked in Reserved Parking Area</p> <p><input type="checkbox"/> Blocking entrance to building or driveway (Fire Department Regulation)</p> <p><input type="checkbox"/> Vehicle Not in Acceptable Condition</p> <p><input type="checkbox"/> Other Message _____</p> <p>_____</p> <p><input type="checkbox"/> _____</p>											
<p><b>L.A. COUNTY HAS RECORDED YOUR LICENSE PLATE</b></p> <p><input type="checkbox"/> THIS VEHICLE WILL BE TOWED ON: Day _____</p> <p style="margin-left: 40px;">Date _____ Time _____</p>											
<p>A copy of this notice is on file. We urge you to conform to our parking rules to avoid future inconvenience and expense to yourself.</p> <p>Date _____ Time _____ By _____</p> <p>Location _____</p>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">MAKE</td> </tr> <tr> <td>MODEL</td> <td>COLOR</td> </tr> <tr> <td>LIC NO.</td> <td>STATE YR</td> </tr> <tr> <td colspan="2">OTHER ID</td> </tr> <tr> <td>TOWED BY</td> <td>DATE TOWED</td> </tr> </table>		MAKE		MODEL	COLOR	LIC NO.	STATE YR	OTHER ID		TOWED BY	DATE TOWED
MAKE											
MODEL	COLOR										
LIC NO.	STATE YR										
OTHER ID											
TOWED BY	DATE TOWED										

## Veterans Special License Plates

Los Angeles County Code 15.64.446

### County-owned or operated parking facilities – Fee Exemption for vehicles with veterans special license plates

Notwithstanding any other provision of this code, vehicles displaying valid veterans special license plates issued pursuant to the provisions of California Vehicle Code sections 5007(a)(2) (disabled veteran), 5101.3 (Pearl Harbor survivor), 5101.4 (Medal of Honor and Distinguished Service Cross), 5101.5 (former American prisoner of war), 5101.6 (Congressional Medal of Honor), or 5101.8 (Purple Heart recipient) shall be exempt from the payment of parking fees at any county-owned or county-operated public parking lots during such days and times that parking fees at such lots are required to be deposited into a parking meter or paid directly to a parking attendant, but not where entrance or exit from the involved lot is controlled solely by an automated system. This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent that parking fees are otherwise payable on such days. Vehicles subject to the above fee exemption shall nonetheless be subject to any other restrictions pertaining to parking at the involved location. (Ord. 2007-0071 § 1, 2007.)

#### 5007(a)(2) (Disabled Veteran)



#### 5101.3 (Pearl Harbor Survivor)



#### 5101.4 (Medal of Honor and Distinguished Service Cross)



#### 5105.5 (Former American Prisoner of War)



#### 5101.6 (Congressional Medal of Honor)



#### 5108.8 (Purple Heart Recipient)



**Lost Ticket Claim Form**

Date:	<hr/>
Contractor Name:	<hr/>
Auto Park Number:	<hr/>
Patron Name:	<hr/>
Vehicle Make/Model:	<hr/>
Vehicle License Plate Number:	<hr/>
Driver’s License Number:	<hr/>
Replacement Ticket Number:	<hr/>
Signature:	<hr/>



# DAILY FREE ENTRY LOG

LOCATION: \_\_\_\_\_

DAY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTENDANT: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_

	PATRON/EMPLOYEE NAME	ORGANIZATION	EMPLOYEE# (IF APPLICABLE)	PATRON/EMPLOYEE SIGNATURE	VEHICLE LICENSE PLATE#/ COUNTY VEHICLE#	PHONE#	JUSTIFICATION
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

**VEHICLE DAMAGE REPORT**

Parking Facility Number: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

License Plate Number	Make of Vehicle	Model of Vehicle	Location of Vehicle in Parking Facility	Notable Damage

Completed by: \_\_\_\_\_  
(Name and Title)

**DAILY VEHICLE INVENTORY – BEGINNING AND END OF DAILY OPERATIONS**

Parking Facility Number: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM (Circle)

License Plate Number	Make of Vehicle	Model of Vehicle	Comments

Completed by: \_\_\_\_\_

*(Name and Title)*

Page \_\_\_ of \_\_\_

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## Parking Facilities Management Services SOW

Region 1 - Civic Center I Parking Facilities				
			Compensation	Method
Parking Facilities	Address	Type of Parking Facility	Monthly Mgt Fee	Monthly Revenue Sharing**
10	145 North Broadway (Hall of Records)	Management	\$9,764.79	N/A
14	135 North Grand Avenue (Music Center)	Revenue	N/A	21.94%
16	111 South Grand Avenue (Disney Concert Hall)	Management	\$72,561.38	N/A
17	131 South Olive Street	Revenue	N/A	21.94%
18*	140 North Grand Avenue (Mall Garage)	Management	\$3,859.03	N/A
22*	232 North Grand Avenue	Management	\$2,500.89	N/A
26	120 South Olive Street	Revenue	N/A	21.94%
<b>Total Monthly Management Fee - Region 1</b>			<b>\$88,686.09</b>	<b>21.94%</b>

Maintenance services only

**\*\*Monthly Revenue Sharing proposed percentages must be the same for each of the applicable parking facilities.**

Contractors percentage of adjusted gross revenue (Total revenue received from all parking transactions including but not limited to Parking Fees collected from daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets less City of Los Angeles taxes and value of fee waivers or reduce fee value).

#### Hourly Rates\*

Supervisor	<u>\$27.50</u>
Attendant	<u>\$20.50</u>
Cashier	<u>\$18.50</u>

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 1**

EXHIBIT C

**Los Angeles County Parking Facility #10 - Hall of Records**  
145 North Broadway  
Los Angeles, CA 90012

**Type of Parking Facility: Management Fee**

**Description:** The facility is a four-level below-grade parking structure. The facility has two entrances and two exit lanes. Patrons pay the daily fee at an automated pay station before exit. Event fee is paid upon entry.

Days & Hours of Operation	
Monday thru Friday	6:00 AM to 11:00 PM
Saturday & Sunday	9:00 AM to 11:00 PM

Monday - Friday	Saturday & Sunday
<b>Cashiers</b>	
None	
<b>Attendants</b>	
1 - 6:00 AM to 3:00 PM	1 - 9:00 AM to 4:00 PM
1 - 3:00 PM to 11:00 PM	1 - 4:00 PM to 11:00 PM
<b>On-Site Supervisor</b>	
None	

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Event/Public
Parking Spaces: 664

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booths	Office
4	3	0	0	All	0	1	1

Event Driven (Garage Closes 1 hour after event)
2 Cashiers
1 Attendant

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	Daily. Beginning and End of Shift.

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET - REGION I**

**EXHIBIT C**

**Los Angeles County Parking Facility #14 - Music Center**  
135 North Grand Avenue  
Los Angeles, CA 90012

**Type of Parking Facility:** Revenue Share

**Description:** The automated facility is an eight level below grade parking structure. The facility has 10 reversible entrance/exit lanes. Patrons pay the daily fee at an automated pay station before exit and may receive a refund. Event fee is paid upon entry.

Days & Hours of Operation	
Monday	6:00 AM to 7:00 PM
Tuesday thru Friday	6:00 AM to Midnight
Saturday & Sunday	7:00 AM to Midnight

Monday	Tuesday - Friday	Saturday & Sunday
<b>Cashier</b>		
1 - 4:30 PM to 7:00 PM	1 - 4:30 PM to 9:00 PM 3 - 5:00 PM to 9:00 PM	1 - 7:00 AM to 3:00 PM 1 - 8:00 AM to 5:00 PM 1 - 3:00 PM to 9:00 PM 3 - 6:00 PM to 9:00 PM
<b>Attendants</b>		
1 - 3:00 PM to 7:00 PM	3 - 3:00 PM to Midnight 2 - 6:00 PM to 9:00 PM	3 - 3:00 PM to Midnight 2 - 6:00 PM to 9:00 PM
<b>On-Site Supervisor</b>		
1 - 6:00 AM to 7:00 PM	1 - 6:00 AM to 3:00 PM 1 - 3:00 PM to Midnight	1 - 6:00 AM to 3:00 PM 1 - 3:00 PM to Midnight
<b>Customer Assistance Service</b>		
1 - 7:00 AM to 4:00 PM (Current Office Staff)	1 - 7:00 AM to 4:00 PM (Current Office Staff)	1 - 7:00 AM to 4:00 PM 1 - 4:00 PM to 11:00 PM
1 - 4:00 PM to 11:00 PM	1 - 4:00 PM to 11:00 PM	1 - 11:00 PM to 7:00 AM
1 - 11:00 PM to 7:00 AM	1 - 11:00 PM to 7:00 AM	

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Public Parking Spaces: 1,382

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
8	8	0	0	All	4	3	1

Valet
6 to 15 Attendants (Estimated) (As Required per theatre ops) 6:00 PM to Midnight

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	As-Needed. No less than Daily.
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	Daily. Beginning and End of Shift.



**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 1**

EXHIBIT C

Revised September 27, 2012.

**Los Angeles County Parking Facility #16 - Disney Concert Hall**  
111 South Grand Avenue  
Los Angeles, CA 90012

**Type of Parking Facility: Management Fee**

**Description:** This automated facility is a seven level below grade structure with five entrance lanes and four exit lanes. Two of the five entrance lanes are reversible. Patrons pay the full daily fee at an automated pay station before exiting. Event parking is paid upon entry.

**Days & Hours of Operation**

Monday	6:00 AM to Midnight
Tuesday thru Friday	6:00 AM to Midnight
Saturday & Sunday	7:00 AM to Midnight

Monday - Friday	Saturday & Sunday
<b>Cashier</b>	
1 - 6:00 AM to 2:00 PM	1 - 7:00 AM to 3:00 PM
1 - 7:00 AM to 3:00 PM	1 - 8:00 AM to 5:00 PM
1 - 8:00 AM to 6:00 PM	1 - 3:00 PM to 9:00 PM
1 - 2:30 PM to 9:00 PM	3 - 6:00 PM to 9:00 PM
3 - 5:00 PM to 9:00 PM	
<b>Attendants</b>	
2 - 7:00 AM to 4:00 PM	3 - 3:00 PM to Midnight
3 - 3:00 PM to Midnight	2 - 6:00 PM to 9:00 PM
2 - 6:00 PM to 9:00 PM	
<b>On-Site Supervisor</b>	
1 - 6:00 AM to 3:00 PM	1 - 6:00 AM to 3:00 PM
1 - 3:00 PM to Midnight	1 - 3:00 PM to Midnight

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee/Juror/Public  
Parking Spaces: 2,167

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booths	Office
7	5	5	0	All	3	6	3

**Valet**

6 to 15 Parking Attendants (Estimated)  
(As Required per theatre ops)  
6:00 PM to Midnight

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	As-Needed. No less than Daily.
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	N/A

INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 1

EXHIBIT C

**Los Angeles County Parking Facility #17**  
**131 South Olive Street**  
**Los Angeles, CA 90012**

**Type of Parking Facility: Revenue Share**

**Description:** The facility is a surface lot. The facility has one entrance and one exit lane.

Days & Hours of Operation	
Monday thru Friday	7:00 AM to 11:00 PM
Saturday & Sunday	9:00 AM to 11:00 PM

Monday - Friday	Saturday & Sunday
<b>Cashiers</b>	
1 - 7:00 AM to 3:00 PM	1 - 9:00 AM to 4:00 PM
1 - 3:00 PM to 11:00 PM	1 - 4:00 PM to 11:00 PM
<b>Attendants</b>	
1 - 7:00 AM to 3 PM	1 - 9:00 AM to 4:00 PM
1 - 3:00 PM to 11:00 PM	1 - 4:00 PM to 11:00 PM
<b>On-Site Supervisor</b>	
None	

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Event/Public
Parking Spaces: 754 (Self-park)

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
3	5	0	0	All	0	1	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facility)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 1**

EXHIBIT C

**Los Angeles County Parking Facility #18 - Mall Garage**  
140 North Grand Avenue  
Los Angeles, CA 90012

**Type of Parking Facility: Management Fee**

**Description:** The facility is a two level below grade parking structure. The facility has two entrances and two exit lanes.

**Days & Hours of Operation**

As Needed (Music Center Overflow)

**Attendants**

2 - 4 As Needed

**Cashier**

1 - 2 As Needed

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee/Event  
Parking Spaces: 1,208

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
2	7	1	4	All	0	2	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators	Daily (Stairwells Only)
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 1**

EXHIBIT C

**Los Angeles County Parking Facility #22**  
232 N. Grand Avenue  
Los Angeles, CA 90012

**Type of Parking Facility: Management Fee**

**Description:** The facility is a surface lot. The facility has one entrance and one exit lane.

**Days & Hours of Operation**

N/A

**Attendants**

None

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Executive Office Guests

Parking Spaces: 18

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	2	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 1**

EXHIBIT C

**Los Angeles County Parking Facility #26**  
120 South Olive Street  
Los Angeles, CA 90012

**Type of Parking Facility: Revenue Share**

**Description:** The facility is a surface lot. The facility has two entrances and one exit lane.

**Days & Hours of Operation**

Monday thru Friday 6:30 AM to 6:00 PM

**Attendants**

None

**Cashiers**

1 - 6:00 AM to 6:00 PM

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Public

Parking Spaces: 229

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	N/A

**CONTRACTOR'S EEO CERTIFICATION**

Classic Parking, Inc.  
Contractor Name

3208 Royal St., Los Angeles, CA 90007  
Address

95-4121939  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS	YES	NO
1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Richard Ullman, President  
Authorized Official's Printed Name and Title

  
Authorized Official's Signature

4/24/13  
Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name:	Yolanda Young
Title:	Division Manager
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 267-3101
Facsimile:	(323) 415-8664
E-mail Address:	yyoung@isd.lacounty.gov

**COUNTY PROJECT MANAGER (CPM)**

Name:	Ritu Sehgal
Title:	Section Manager
Address:	500 W. Temple Street, Room B-95
	Los Angeles, CA 90012
Telephone:	(213) 974-9403
Facsimile:	(213) 625-0182
E-mail Address:	Rsehgal@isd.lacounty.gov

**COUNTY CONTRACT MONITORS**

Name:	Various
Title:	County Contract Monitors
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(213) 974- 9505
Facsimile:	(213) 625-0182
E-mail Address:	N/A

**CONTRACTOR'S ADMINISTRATION**

Classic Parking, Inc.  
CONTRACTOR'S NAME

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: David Garner  
Title: Chief Operating Officer  
Address: 3208 Royal St.  
Los Angeles, CA 90007  
Telephone: 213 494-6886  
Facsimile: 213 742-1241  
E-mail Address: dgarner@classicparking.com

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

Name: Richard Ullman  
Title: President  
Address: 3208 Royal St.  
Los Angeles, CA 90007  
Telephone: 213 948-6446  
Facsimile: 213 742-1241  
E-mail Address: rullman@classicparking.com

Name: Richard Ullman, Jr.  
Title: Vice President  
Address: 3208 Royal St.  
Los Angeles, CA 90007  
Telephone: 213 792-6292  
Facsimile: 213 742-1241  
E-mail Address: rick@classicparking.com

**Notices to Contractor shall be sent to the following address:**

Name: Richard Ullman  
Title: President  
Address: 3208 Royal St.  
Los Angeles, CA 90007  
Telephone: 213 948-6446  
Facsimile: 213 742-1241  
E-mail Address: rullman@classicparking.com



## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name Classic Parking, Inc.

Contract No. \_\_\_\_\_

### GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

### CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

### CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 4/24/13

PRINTED NAME: Richard Ullman

POSITION: President

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





Title 2 ADMINISTRATION  
Chapter 2.201  
LIVING WAGE PROGRAM

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION  
Chapter 2.201  
LIVING WAGE PROGRAM

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION  
Chapter 2.201  
LIVING WAGE PROGRAM

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or

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3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 ( part), 1999.)

**2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

## EXHIBIT K



**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS**

**Instruction Box:** Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports). Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.  Print Authorized Name:		Total (This Page)										
		Grand Total (All Pages)										

Authorized Signature:	Date: ____/____/____	Title:	Telephone Number (include area code) (____) _____	Page: ____ of ____
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# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:  
 \_\_\_\_\_ on the \_\_\_\_\_  
(Company or subcontractor Name) (Service, Building or Work Site)  
 that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)  
 ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)  
 have been paid the full weekly wages earned, that no rebates have been or will be made either  
 directly or indirectly to or on behalf of \_\_\_\_\_  
(Company Name)  
 from the full weekly wages earned by any person and that no deductions have been made either directly or in  
 directly from the full wages earned by any person, other than permissible deductions as defined in  
 Regulations, Part 3 ( 29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as  
 amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:
  
2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and  
 complete; that the wage rates for employees contained therein are not less than the applicable County of Los  
 Angeles Living Wage rates contained in the contract.
  
3. That:
 

☐ WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS  
 In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll,  
 payments of health benefits as required in the contract have been or will be paid to appropriate programs  
 for the benefit of such employees.

☐ WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH  
 Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an  
 amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly  
 rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign  
 under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR  
 OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR  
 SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN  
 ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**Classic Parking, Inc.

Company Name

3208 Royal St., Los Angeles, CA 90007

Address

95-4121939

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)


The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

  
Signature4/24/13  
DateRichard Ullman, President  
Name and Title of Signer (please print)



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CLASSIC PARKING, INC.**

**FOR**

**PARKING FACILITIES MANAGEMENT SERVICES**



**CONTRACT PROVISIONS  
PARKING FACILITIES MANAGEMENT SERVICES**

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**CONTRACT PROVISIONS  
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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CLASSIC PARKING, INC.  
FOR  
PARKING FACILITIES MANAGEMENT SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as County and Classic Parking, Inc., a California corporation, hereinafter referred to as Contractor. Classic Parking is located at 3028 Royal St., Los Angeles, CA. 90007.

**RECITALS**

WHEREAS, the County may contract with private businesses for Parking Facilities Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Parking Facilities Management Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Parking Facilities Management Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter, Los Angeles County Code Section 2.121.250, and California Government Code Sections 23004, 31000 and otherwise; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M, and are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Sheets
- 1.3 EXHIBIT C - Parking Facility Specification Sheets
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

### **Unique Exhibits:**

#### **Prop A - Living Wage Program**

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

#### **SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- 1.13 EXHIBIT M - Charitable Contributions Certification

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning:

- 2.1 **Adjusted Gross Revenue:** Total revenue received from all parking transactions including but not limited to parking fees collected for daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets, less City of Los

Angeles taxes and value of fee waivers or reduced fee value. In the event the Board of Supervisors approves Parking Fee Waivers or Reduced Fees, the adjusted gross revenue shall include the value of approved full and partial Parking Fee Waivers, Guest Parking Fee exemptions and Veterans License Plate fee exemptions, less any applicable City of Los Angeles taxes.

- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the SOW, Exhibit A.
- 2.3 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.4 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the SOW.
- 2.5 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.6 **County Auditor-Controller:** Auditor-Controller Department, Los Angeles County.
- 2.7 **County Contract Monitor:** Person (s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **County Project Director:** Person (s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.9 **County Project Manager:** Person (s) designated by County's Project Director to manage the operations under this Contract.
- 2.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.14 **ISD Parking Services Section:** Section within ISD responsible for daily operation of the Contract.
- 2.15 **Management Fee Parking Facilities:** Facilities where the Contractor is paid a fixed monthly rate for operations and maintenance of a Parking Facility.



- 2.16 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.17 **Regions:** Grouping of facilities within areas of Los Angeles County.
- 2.18 **Revenue Share Percentage:** Percentage of Adjusted Gross Revenue paid to the Contractor by County for management and operation of specific Parking Facilities.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The contract term shall be for a period of three (3) years, commencing on July 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County shall have sole discretion to exercise an option to extend this Contract term for up to two (2) additional one-year periods, and six (6) one-month periods for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised solely by the Director, Internal Services Department (ISD). The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor shall notify County's Project Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

### **5.0 CONTRACT SUM**

- 5.1 Contractor shall be paid in accordance with Exhibit B, Pricing Sheet, Parking Facilities Management Services, of this Contract
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder,

except as specified herein. A assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.3 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.4 Invoices and Payments**

5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - SOW and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet, itemizing monthly management fee amounts and monthly revenue share percentage.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A - SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

Contractor shall submit charges for Additional Staff requested by the County in accordance with Exhibit B - Pricing Schedule, for each additional staff level, i.e., attendant, cashier, supervisor. This charge shall include wages, overhead, management cost, benefits, and profit.

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service. If the 15<sup>th</sup> calendar day of the month falls on a Friday, or on a

weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15<sup>th</sup>.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.4.5 Contractor shall submit two (2) copies of all invoices under this Contract to the following address:

County of Los Angeles  
Internal Services Department, Contracting Division  
Internal Services Department  
1100 North Eastern Avenue  
Los Angeles, CA 90063  
Attention: Contract Unit Supervisor, Finance, Room 222

**5.4.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or an authorized representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.4.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**5.5 COST OF LIVING ADJUSTMENTS (COLA'S)**

For the two additional one-year option periods identified in Section 4.2, The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1<sup>st</sup> or the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living

adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 COUNTY'S PROJECT DIRECTOR**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 COUNTY'S PROJECT MANAGER**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### **6.3 COUNTY'S CONTRACT MONITOR**

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT MANAGER**

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and

shall coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

## **7.2 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

## **7.3 CONTRACTOR'S STAFF IDENTIFICATION**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person, visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper contract worker ID badge on their person.

7.3.2 Contractor shall notify the County Project Manager in writing, within one business day, when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but

shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, without regard to whether the Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 CONFIDENTIALITY**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the

event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor's Acknowledgement and Confidentiality Agreement", Exhibit G.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work hereunder, including but not limited to, adding/deleting staff, adding/deleting Parking Facilities, installation of automated equipment, Contract Sum, Payments, an amendment to this Contract shall be prepared and executed by the Contractor and by the Director of ISD, or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.
- 8.1.3 The Director of ISD, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.
- 8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves



the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, Contractor must obtain County's consent through a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims that the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.



#### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within seven (7) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

#### **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations,

ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and obtain reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is

attached as Exhibit H and incorporated by reference into and made a part of this Contract.

**8.8.2 Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or

qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

##### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

##### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a non profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.



5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 10th of the following month and a copy will be provided to the County Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the



Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be reimbursed by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE OR ELECTRONIC REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any

wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be,

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.5 - Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's and/or its officers, employees, subcontractors, or other agents' acts and/or omissions arising from and/or relating to this Contract and/or Contractor's financial responsibilities under this Contract, and/or relating to any failure by Contractor and/or any of its officers, employees, subcontractors, or other agents to comply with any provision of this Contract and/or any applicable federal, state, or local law, rule regulation, ordinance, directive, guideline, policy and/or procedure, including, but not limited to, County supplied accounting and cash control procedure and the Data Security Guidelines.

Contractor's duty to indemnify the County shall survive the expiration or earlier termination of this agreement.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in

addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Internal Services Department, Contracting Division  
1100 North Eastern Avenue  
Los Angeles, CA 90063

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a

Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of Insurance or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost

from sums due to Contractor or pursue Contractor reimbursement.

**8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **8.25 INSURANCE COVERAGE**

**8.25.1 Garage Insurance** (written on ISO form CA 00 05 or its equivalent), naming County and its Agents as an additional insured, with limits of not less than the following:

**A. Garage Operations – Liability Other Than Covered Autos**

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per Accident:	\$2 million

**B. Garage Operations – Liability for Covered Autos:**

Automobile Liability for all Contractor's "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": \$1,000,000 each accident



C. Garagekeepers Liability:

Coverage shall apply on the Direct Primary basis, and include Comprehensive and Collision coverages, with limits no less than \$40,000 per vehicle.

- 8.25.2 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.3 **Crime Coverage**

A Fidelity Bond or Crime Insurance Policy with limits of not less than \$2,000,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.4 **Property Coverage**

Contractor given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special cause of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.



## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, defined in Exhibit A – SOW, Attachment 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph

8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Internal Services Department from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of ISD or designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered in person with signed receipt, or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Director, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in

the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or

other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records



related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Internal Services Department, Contracting Division  
Contracting Division, Contracts Section  
1100 North Eastern Avenue, 1st Floor  
Los Angeles, CA 90063



#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

#### **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or

bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

##### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

##### **9.1.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County

Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at Subsection 5 of this Subparagraph 9.1.2 under the Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this subparagraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
  3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.



4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

#### **9.1.3 Contractor’s Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if



any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

**9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

**9.1.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall

also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### 9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any

assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may

constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this subparagraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### **9.1.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **9.1.10 Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

#### **9.1.12 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference

Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

#### **9.4 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

#### **9.5 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

9.5.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.



- 9.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.5.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Classic Parking, Inc.

By 

Name

PRESIDENT

Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

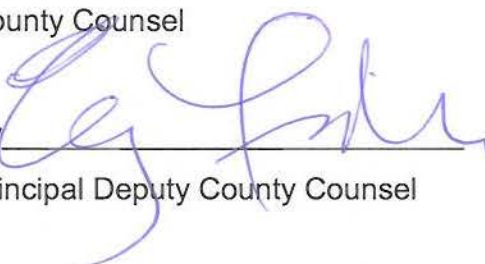
ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

John Krattli  
County Counsel

By   
Principal Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK (SOW)**

**FOR**

**PARKING FACILITIES MANAGEMENT SERVICES**

**PARKING FACILITIES MANAGEMENT SERVICES  
STATEMENT OF WORK**

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**ATTACHMENTS**

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## 1.0 SCOPE OF WORK

Contractor shall provide Parking Facilities Management Services to County owned or leased Parking Facilities listed in the Contract, Exhibit B, Pricing Sheet. The services shall include all staff, supervision, supplies, reports and accounting records to operate and maintain Parking Facilities as set forth in Exhibit C, Parking Facilities Specification Sheets, of the Contract. County may require Contractor to provide additional services at management fee lots and shall reimburse Contractor on an hourly rate basis subject to the rates in Exhibit B, Pricing Sheet.

## 2.0 DAYS/HOURS OF OPERATION

Contractor shall provide all services required by County in accordance with the days and hours of operation identified in the Parking Facility Specification Sheets as set forth in Exhibit C of the Contract.

### 2.1 Holiday Work Schedule

Contractor may be required to provide staff on County recognized holidays either to provide services or to provide maintenance services for Parking Facilities as specified in each Parking Facility Specification Sheet, Exhibit C of the Contract.

### 2.2 Special Events

The Contractor shall provide services for special events and programs on any day of the week, within 24 hours after County has given Contractor notice of such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs. Contractor shall obtain County Project Manager's approval of applicable special event rate and ticket distribution no less than one business day prior to the special event.

## 3.0 DEFINITIONS

### 3.1 American Disabilities Act (ADA) Accessible Parking

Parking spaces that meet requirements under the ADA and are identified in blue and with ADA symbol marking.

### 3.2 Cashier

Person responsible for collecting parking revenue and issuing parking tickets.

### 3.3 CEO

Chief Executive Office, County of Los Angeles.

### 3.4 Change Fund

Amount of cash each Revenue Parking Facility receives at the beginning of each day.



### 3.5 Contract Compliance Section

The section of ISD responsible for ensuring compliance of Contract.

### 3.6 Contract Discrepancy Report (CDR)

A document written by the County Project Manager to identify key performance indicators of the Contract that Contractor has not met during the Contract term.

### 3.7 County Recognized Holidays

The County Recognized Holidays are:

- New Year's Day (January 1),
- Martin Luther King's Birthday (Third Monday in January),
- Presidents Day (Third Monday in February),
- Memorial Day (Last Monday in May),
- Independence Day (July 4),
- Labor Day (First Monday in September),
- Columbus Day (Second Monday in October),
- Veteran's Day (November 11),
- Thanksgiving holidays (Fourth Thursday and Friday in November),
- Christmas Day (December 25).

### 3.8 Credit Card

A card issued by a bank or business authorizing cardholder to pay for goods or services on credit.

### 3.9 Customer Assistance Center (CAC)

Central point for Contractor to report PARCS-related incidents.

### 3.10 Data Security Guidelines:

(a) All applicable security standards and guidelines that may be published from time to time by any credit card association, the National Automated Clearing House Association, any credit card issuer, any credit card processor, including the Automated Clearing House operating rules, the Payment Card Industry (PCI)-Data Security Standard (DSS) and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of the County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County Project Director to Contractor.

### 3.11 Incident

Any occurrence in connection with this Contract or a Parking Facility involving theft, bodily injury, property damage, or vandalism, and/or fire or law enforcement authorities.

### 3.12 Internal Services Department (ISD) Parking Services

The section of ISD responsible for Parking Facilities.

3.13 Key Security System

System of control which includes a secured location (e.g. lock box) for vehicles keys when held by Contractor for valet parking, stacked parking, etc.

3.14 Management Fee Parking Facility

Parking Facilities which are operated and maintained for a fixed monthly rate to be paid by County to Contractor. Some Management Fee facilities may include revenue handling.

3.15 PARCS

Parking Access and Revenue Control System (PARCS) is County's automated parking revenue collection and management system.

3.16 Parking Attendant

Person who directs patron/vehicles entering/exiting Parking Facilities.

3.17 Parking Rate Schedule

Schedule of all Parking Fees approved by the Los Angeles County Board of Supervisors.

3.18 Parking Supervisor

Person responsible for supervision of staff and who is physically located at the Parking Facility.

3.19 Pay on Foot (POF) Station

Automated cashiering station, a part of PARCS, used for payment and validation of parking tickets at automated Parking Facilities.

3.20 PCI:

Payment Card Industry.

3.21 PCI-DSS:

Payment Card Industry Data Security Standard, as it exists from time to time.

3.22 Performance Requirements Summary

Identifies key performance indicators of the Contract that will be evaluated by the County to ensure that Contract performance standards are met by the Contractor and deduction/fees to be applied for non-compliance with the Contract.

3.23 Pre-paid Events

Events where patrons have paid Parking Fees in advance and receive a parking voucher to enter Parking Facility.

### 3.24 Region

Geographic group of Parking Facilities defined by County that require Parking Services.

### 3.25 Revenue Parking Facility

Parking Facilities which generate revenue from all parking transactions including but not limited to Parking Fees collected from daily parking, monthly parking permits, parking meters, film company reservations, special events, pre-paid events and validated tickets.

### 3.26 Stack Parking (Traditional)

Parking cars bumper to bumper in parking structure/facility by valets.

### 3.27 Tandem Parking

Two or more vehicles parking in one-lined parking space.

### 3.28 Valet Parking Services

A parking service provided whereby a patron leaves a vehicle at the entrance and parking attendant parks and retrieves the vehicle.

## 4.0 OPERATIONAL TASKS

### 4.1 All Facilities

Contractor shall provide the following operational tasks at all Parking Facilities:

- 4.1.1 Ensure Parking Facilities, gates, doorways, and/or chains are open and/or closed/locked in accordance with the hours as identified in each of the Parking Facility Specification Sheets, as set forth as Exhibit C of the Contract;
- 4.1.2 Screen incoming vehicles for proper parking permits, if appropriate;
- 4.1.3 Ensure a smooth flow of incoming and exiting traffic, to prevent build-up of traffic on entrance/exit lanes;
- 4.1.4 Ensure all incoming vehicles are without serious visible mechanical defects. If serious defects are present, vehicle will be denied access to Parking Facilities;
- 4.1.5 Provide directions to alternate Parking Facilities when Parking Facility is full or to accommodate oversized vehicles;
- 4.1.6 Ensure parking procedures are followed for reserved, designated, car pool and ADA parking spaces. Report violations immediately by fax to ISD Parking Services;
- 4.1.7 Ensure all reserved parking spaces are used appropriately and all parking is contained within designated parking spaces;

- 4.1.8 Direct vehicles with appropriate ADA placards or license plates to available ADA parking spaces;
- 4.1.9 Ensure all vehicles comply with the posted speed limit;
- 4.1.10 Issue warnings to patrons for parking regulation violations (Attachment 3 to SOW).
- 4.1.11 Ensure visibility of Parking Attendant/Cashier to patrons during operational hours;
- 4.1.12 Maintain a courteous, pleasant attitude with each parking patron;
- 4.1.13 Park or move vehicles, when determined to be necessary by ISD Parking Services, to accommodate incoming vehicles and assist patrons exiting;
- 4.1.14 Contact ISD Parking Services by telephone for prior approval to tow or move vehicles where no key has been provided;
- 4.1.15 Post instructions for retrieval of vehicles exiting after hours of operation.

#### **4.2 Operational Tasks for Revenue Parking Facilities**

In addition to the operational tasks identified in Subparagraph 4.1, the Contractor shall collect Parking Fees in accordance with the Parking Rate Schedule and issue pre-numbered, sequential, three-part parking tickets, if distributed manually or a one-part ticket from an automated ticketing dispenser (e.g. PARCS).

#### **4.3 Operational Tasks for Music Center and Disney Concert Hall**

In addition to the operational tasks identified in Subparagraphs 4.1 and 4.2, Contractor shall provide the following tasks at the Music Center and Disney Concert Hall:

##### **4.3.1 Valet Parking Services**

Provide valet parking services for all scheduled performances and on a as-needed basis in accordance with the Parking Rate Schedule. Contractor must provide sufficient Parking Attendants to meet the parking demands based on attendance at performances. County Project Manager will provide Contractor with a contact listing for coordination of valet services within 30 days of the Contract start date.

##### **4.3.2 Key Security System**

Provide and maintain a key security system to ensure auto security when the patron leaves vehicle keys with parking attendant. This system shall be subject to review and approval by the County ten (10) days prior to Contract start date.

Contractor shall provide system use procedures for key security system to the County for review and approval ten (10) days prior to the Contract start date.

Contractor shall notify the County at least ten (10) days in advance of any proposed modification to the approved security system and/or the system use procedures. Any proposed changes are subject to County review and approval.

#### **4.4 Refunds**

Contractor shall provide Parking Fee refunds to patrons on the same day, or as otherwise authorized by the County, due to cancelled shows, validations or law enforcement action.

### **5.0 REVENUE HANDLING AND INTERNAL CONTROLS**

#### **5.1 Parking Rate Schedule**

Contractor shall collect Parking Fees on a daily basis at all Revenue Generating Parking Facilities, except at metered Parking Facilities. The Contractor shall implement modifications to the Parking Rate Schedule as authorized below.

##### **5.1.1 Parking Fees**

Contractor shall collect Parking Fees in accordance with the Parking Rate Schedule provided by County Project Manager from each individual or group who occupies a parking space(s).

##### **5.1.2 Parking Fee Waivers or Reduced Fee**

The Board of Supervisors in their sole discretion periodically approves reduced Parking Fees or Parking Fee Waivers at County owned or leased parking facilities for special events.

Contractor shall not reduce or waive Parking Fees unless directed by ISD Parking Services subsequent to Board of Supervisors' approval.

##### **5.1.3 Veterans Special License Plates**

Vehicles with valid Veterans Special License Plates are exempt from paying the Parking Fees in all Parking Facilities with the exception of the Parking Facilities that are controlled by an automated system (see SOW Attachment 4 for list of Veterans Special License Plates). This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent that Parking Fees are otherwise payable on such days. Vehicles entitled to the above exemption shall be subject to any other applicable restrictions pertaining to parking at the involved location.

Reduced Fees, Parking Fee Waivers or Veteran exemptions, as authorized by the County, shall be documented and recorded on the Daily Activity and Revenue Report as described in Subparagraph 6.2 and the Monthly Activity and Gross Revenue Report as described in Subparagraph 6.6.

#### 5.1.4 Monthly Fees

Contractor may sell monthly parking permits at any Parking Facility where space is available and a monthly Parking Fee is established. Permits are valid from the first day of the month through the last day of the month. Proration of the parking fees is **NOT** allowed. Payment for monthly parking permits must be in accordance with Subparagraph 5.2, Method of Payment. Contractor must collect monthly parking fees in full, in advance and must provide receipts to document each transaction.

### 5.2 Method of Payment

All Parking Fees shall be collected in cash or credit card. Credit cards may only be accepted at County automated facilities. However, monthly Parking Fees and Film Company Parking Fees may be paid by personal check made payable to Contractor. Contractor shall deposit checks to its bank account and then provide the County with a Contractor check made payable to the County of Los Angeles for the gross total of Parking Fees collected by the end of the next business day. The Contractor shall accept credit cards as and when directed by the County in writing to do so.

In no event shall Contractor accept partial payment or collateral, such as, but not limited to, keys, identification, or blank checks in lieu of payment of Parking Fees.

### 5.3 Cash Collection Devices

Contractor shall ensure that all revenue collected in each Parking Facility is stored in a locked secure device (e.g. drop box, cash drawer, cash register) and must be pre-approved in writing by the County.

### 5.4 Parking Meters

Contractor shall empty parking meters and other collection devices not less than three (3) times weekly on Monday, Wednesday and Friday of each week before 10:00 AM. Parking meters in a single Parking Facility shall be emptied daily if meter exceeds \$100 per day. Contractor shall as appropriate record, collect and maintain any tape or other transaction record maintained by the collection device.

### 5.5 Collection and Deposit

Contractor shall collect all Parking Fees in accordance with Subparagraph 5.2 hereof, Method of Payment. The Contractor shall deposit daily all Parking Fees collected at each Parking Facility into a bank account established by the County by 3:00 p.m. the following business day.

Subsequent to the deposit of Parking Fees, Contractor shall deliver the bank deposit receipt to ISD Parking Services at the address identified in the Contract, Exhibit E – County’s Administration, by 4:00 p.m. the following business day.

## **5.6 Accounting and Cash Control Procedures**

5.6.1 Contractor shall establish and maintain procedures for the accounting and control of cash from the time of collection by the Contractor to the deposit of parking fees into the bank account established by County as described in this Subparagraph 5.6. All such accounting and cash control procedures shall be submitted by the Contractor to the County Project Manager for approval at least fifteen (15) days before the Contract start date.

### **5.6.2 Daily Cash Control**

- Cash box/register shall be organized with bills sorted by denominations and loose change accounted for.
- Cashiers shall not have more than \$100 in hand when outside the booth.
- Cashiers must wear aprons that cover the pockets of their clothing and in no event shall Cashiers put Parking Fees collected in the pocket of their clothing.
- Personal cash shall be kept separate from Parking Fees collected.
- Maximum cash in cash drawer/register shall not exceed \$400. When this amount is surpassed, Cashier shall prepare cash drop and deposit in Parking Facility safe or locked drop box.
- Cashiers shall immediately make cash drops of all \$100 and \$50 bills in a Parking Facility safe or locked drop box.

### **5.6.3 Credit Card Handling**

Credit card payment activities such as physically handling of the card, inserting card into card reader(s), swiping, etc. should be performed by the customer, when possible.

When Contractor handling of customer payment cards is required, Contractor must ensure card is visible by customer at all times, when performing card swipes, presses, etc. This will help ensure Contractor personnel cannot use external card readers or other media readers to steal identities, card or account numbers, etc. as well as mitigate potential customer claims of fraud or identity theft against County.



#### 5.6.4 Payment Card Industry (PCI) Data Handling

The County will supply Contractor PCI compliant equipment, systems and networks to perform parking operations.

- Contractor shall, and shall cause its staff to, use all County supplied equipment, networks and systems in accordance with the County provided instruction. Contractor shall not, and shall not permit its staff, to use any County supplied equipment, networks and systems for any other purpose other than as strictly required to perform work under this Contract.
- Contractor shall, and shall cause its staff to, monitor and keep safely all County supplied equipment, networks and systems to which it has access during the course of performance of work under this Contract. Contractor shall report any actual or potential threat to the safety and security of any such County supplied equipment, networks and systems to County Project Director immediately upon discovery thereof.
- Contractor shall not, and shall not permit any of its staff or any third party to, attach or insert any equipment or other item to or into, or otherwise temper with, any County supplied equipment, networks or systems. Contractor shall report any such attachment to or tempering with any County supplied equipment, networks or systems to County Project Director immediately upon discovery thereof.
- Contractor shall not, and shall not permit any of its staff or any third party to, replace, modify or remove County supplied equipment, networks or systems. Contractor shall report any such replacement, modification, or removal of any County supplied equipment, networks or systems to County Project Director immediately upon discovery thereof.
- Contractor shall report any abnormalities or anomalies with the functionality of any County supplied equipment, networks or systems to County Project Director immediately upon discovery thereof.
- Contractor shall, and shall cause its staff to, adhere to County supplied processes for cash and/or credit transactions and shall comply with all Data Security Guidelines that are applicable to the Contractor and/or work under this Contract. Any Contractor or Contractor staff activity directed toward compromising PCI data

compliance or accessing any system customer credit data will be grounds for prosecution and contract termination.

- Without limiting the other confidentiality provisions of this Contract, Contractor shall, and shall cause its staff, to maintain the confidentiality and security of, and shall not disclose, all County and customer data to which the Contractor has access during the course of its performance under this Contract. Contractor shall not, and shall not permit its staff, to use any such data for any other purpose other than as strictly required to perform work under this Contract.
- County systems will log all cash and credit transaction, Contractor personnel system interactions and, at its discretion, perform audits of said activities.

## **5.7 Parking Fee Reconciliation**

Contractor shall use a secure area to count Parking Fees and reconcile revenue with car counts, tickets issued and automated PARCS report summary.

Contractor shall conduct at least one unscheduled cash count each quarter of the Contract year at each Revenue Parking Facility. Contractor shall provide the County with copies of reconciliation sheets resulting from the unscheduled cash counts for each Parking Facility within five (5) business days after the cash count/audit. Contractor shall notify County Project Manager the morning of all unscheduled cash counts/audits. County reserves the right to attend any or all unscheduled cash counts/audits.

When discrepancies are found, Contractor shall complete an internal audit to verify findings within three (3) business days of finding discrepancy. Recommended corrective action as a result of audit findings must be completed within ten (10) business days and submitted to County Project Manager.

## **5.8 Tickets and Permits**

The County must approve the format of all tickets and permits prior to the Contractor distributing them to the public. Contractor's phone number, web site address and other contact information are to be printed on the tickets and colored coded as specified by the County.

Contractor shall purchase all parking tickets for automated and manual operations (not to exceed a four month on-hand supply) printed on recycled paper stock and deliver the tickets directly to ISD Parking Services, at the address provided in Exhibit E, County's Administration, of the Contract. ISD Parking Services will then issue the tickets to the

Contractor for distribution to each Parking Facility. Contractor shall disburse individual series of tickets in sequential order to each Parking Facility. A record of the receipt and issuance of sequentially numbered parking tickets shall be provided to the County within one (1) business day from ticket distribution. Any ticket not accounted for shall be considered missing or lost and shall be accounted for accordingly in the Daily Activity and Revenue Report.

When ordering tickets or permits, Contractor must request that seller provide County with a duplicate of the Purchase Requisition. The Requisition shall identify the beginning and ending serial numbers of tickets or monthly permits, quantity ordered, and color coding of each ticket series.

#### 5.8.1 Use of Parking Tickets

Contractor may only sell daily tickets to the general public at any Parking Facility where a Parking Fee is established and excess spaces are available, provided County parking is not impacted.

The Contractor shall use pre-numbered, sequential, three part parking tickets if distributed manually, and/or one part parking tickets generated by PARCS ticketing dispenser. In the event the PARCS ticketing dispenser is not available, the Contractor shall use three part manual parking tickets. When manually issuing a parking ticket, the Parking Attendants/Cashier shall place the first part of the parking ticket in the vehicle face-up on the driver side of the dashboard, and the second part of the parking ticket on the windshield wiper after annotating the first three digits of the license plate on the back. The Parking Attendants/Cashier shall return the third part of the ticket.

Any voided parking tickets (all parts of ticket) shall be submitted to the Parking Supervisors at the end of each shift to be included in the Daily Activity and Revenue Report.

#### 5.8.2 Missing Tickets

Contractor shall pay the County for each missing ticket. Missing and out of sequence tickets must be reported on the Daily Activity and Revenue Report. The deduction amount specified in the Performance Requirements Summary (PRS) will be deducted for each missing ticket from Contractor's invoice or revenue to be paid to Contractor for the respective Parking Facility.

#### 5.8.3 Lost Tickets

Contractor shall report all patron lost tickets on the Daily Activity and Revenue Report. In the event patron has lost ticket, the Parking Attendant/Cashier shall collect the maximum daily Parking Fee from the patron exiting the respective Parking

Facility. Contractor shall complete a Lost Ticket Claim Form, Attachment 5 to this SOW, and submit with Daily Activity and Revenue Report.

#### 5.8.4 Film Company Parking

Requests to utilize a Parking Facility for filming purposes are managed by CEO, Real Estate Division. The CEO will collect all applicable administrative fees and issue the approved Parking Permit. A copy of the approved Parking Permit will be sent to ISD Parking Services. ISD Parking Services will provide Contractor with a copy of the approved Parking Permit.

The Contractor shall reserve all film company parking and collect the applicable Parking Fees from the filming companies. The rate shall be calculated based on the number of parking spaces occupied at two times the daily Parking Fee for the respective Parking Facility. This amount will then be multiplied by the period of time specified on Parking Permit. The Contractor's employees shall record receipt of Parking Fees on the Daily Activity and Revenue Report.

The Contractor shall monitor the activities of the film companies by being present at the respective Parking Facility during the period of time identified on the Parking Permit. Contractor shall not inconvenience parking for County employees to accommodate film company parking.

Contractor shall ensure that no ADA parking spaces are blocked or used to accommodate film company parking.

#### 5.8.5 Validated Tickets

Parking Attendants/Cashiers shall not accept validated tickets in exchange for a new ticket to enter the Parking Facility the next day. Parking Attendants/Cashiers shall turn in all validated tickets with the Daily Cashier Report.

### 5.9 Control of Change Fund, Keys and Cash Drop Boxes

The Contractor shall control and record the issuance of Change Funds, keys to cash drawers and drop boxes by Parking Supervisors to the Parking Attendants/Cashier. The Contractor's Parking Attendant/Cashier shall return Change Funds, keys and logs to Parking Supervisors at the end of each shift.

### 5.10 Losses

The Contractor shall be responsible for any losses resulting from the deposit of counterfeit bills and/or other methods of payment approved by the County that are not negotiable because of insufficient funds or other reasons.

In order to minimize losses from counterfeit bills, Contractor shall develop a method to ensure integrity of monies collected. Method must be pre-approved in writing by County,

## **6.0 REPORTS AND LOGS**

### **6.1 Daily Free Entry Log**

The Contractor's Parking Attendants/Cashiers shall record each free entry into the Parking Facilities by completing the Free Entry Log daily, Attachment 6 to this SOW. The Daily Free Entry Log shall include the name of the patron/employee, organization, employee number (if applicable), patron or employee's signature, the vehicle's full license plate number or County vehicle number, and the justification for allowing free entry. The Parking Supervisor shall review and approve the log. The log shall be retained by the Contractor as a reference for the County Project Manager.

### **6.2 Daily Activity and Revenue Report**

The Contractor shall submit the Daily Activity and Revenue Report, both electronically and hard copy, for each day by noon of the following business day. The report shall be accompanied by deposit receipts and shall be prepared by the Contractor's employees (other than the Parking Attendants/Cashier and Parking Supervisors).

The report shall identify:

- Activity and revenue collected daily for each Parking Facility.
- Reconciliation of daily Parking Fees to amount of cash collected each day less the cash available at the beginning of the day.
- Discrepancies in such reconciliation shall be identified.

At a minimum, the report shall include the following elements:

- 6.2.1 The starting and ending parking ticket numbers.
- 6.2.2 The Parking Fees collected from daily, monthly entries, film companies, special events, pre-paid events.
- 6.2.3 Amount collected from PARCS (e.g. POF, Hand held).
- 6.2.4 Cash drops times and amounts.

### **6.3 Daily Cashiers Report**

The Contractor's Parking Attendants/Cashiers shall prepare a Daily Cashiers Report for each Parking Lot. The report shall show the starting and ending ticket number of manual and automated parking tickets for each lot and activity counter reading for each shift, the amount of the Change Fund received by each Parking Attendant/Cashier upon starting the shift, the amount of the Change Fund returned at closing and the total number of activities and tickets for the day. The Parking Supervisor shall

verify the activity counter reading and last parking ticket number at closing for manual and automated facilities. The report shall be submitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report and a copy of the Daily Cashier Report shall be provided to the County with the Daily Activity and Revenue Report.

#### **6.4 Parking Meter Revenue Report**

The Contractor shall prepare a Parking Meter Revenue Report each time parking meters are emptied. The report shall show the date and time of collection, the Parking Facility, the amount collected and verification of amounts collected by Contractor's employee(s) and Parking Supervisor. Collection of cash from parking meters shall be verified by a parking Supervisor. The information from the report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report and a copy of the Parking Meter Revenue Report Shall be provided with Daily Activity and Revenue Report.

#### **6.5 Credit Card Report**

Acceptable forms of credit card payments are American Express, MasterCard, and Visa. Contractor shall deliver the credit card transaction report generated by PARCS to County daily.

#### **6.6 Monthly Activity and Gross Revenue Reports**

Contractor shall provide a Monthly Activity and Revenue Report to the County Project Manager by the 10<sup>th</sup> of each month. The Report shall include the following information, itemized by Parking Facility and then totaled for all Parking Facilities:

- 6.6.1 The amount of Parking Fees collected during the previous month;
- 6.6.2 The Parking Fees collected from daily, monthly entries, film companies, special events, pre-paid events;
- 6.6.3 The number and type of free or exempt entries;
- 6.6.4 The amounts paid, number and type of prepaid and monthly entries;
- 6.6.5 The fees paid by validating businesses, if any;
- 6.6.6 The parking ticket series assigned to each Parking Facility and sold during the previous month;
- 6.6.7 The beginning and ending vehicle counts by the automated vehicle counters for the month;
- 6.6.8 Delinquent monthly Parking Fees by name; and aging fees by customer and parking facility.

#### **6.7 Incident Reports**

Contractor's Parking Supervisors shall submit a written report to the County Project Manager of any incident that occurs in a Parking Facility

within 24 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage estimated to be over \$500, the Contractor shall inform the County Project Manager by telephone upon Contractor's notification of incident in addition to submitting a written incident report. The report shall identify the date and time of the incident, the nature of the incident and the individuals and police agency involved, if any. Contractor staff observing the incident shall prepare the report and the employee's Parking Supervisor shall approve the report. The Contractor shall submit the Incident Report to the County Project Manager by the close of business the same day the incident occurred.

#### **6.7.1 Vehicle Damage Report**

Contractor shall inspect all vehicles in Parking Facilities in the morning and the afternoon each day to record and report any vehicle showing physical damage. Contractor shall complete the Vehicle Damage Report, Attachment 7 to this SOW, and submit the report to ISD Parking Services before the end of the next business day along with revenue report.

#### **6.8 Daily Vehicle Inventory**

Contractor shall inventory any vehicles remaining in the Parking Facilities at the beginning and end of the operational hours each day and complete the Daily Vehicle Inventory – Beginning and End of Daily Operations Report, Attachment 8 to this SOW, and submit the report to ISD Parking Services before the end of the next business day.

#### **6.9 Complaint Log/Hot Line**

County shall establish and maintain a Complaint Hot Line (213-974-8102) telephone number for receiving complaints regarding the Parking Facilities, Contractor staff or any other complaints. The Complaint Hot Line telephone number shall be identified on signs located at each Parking Facility subsequent to approval by County Project Manager. The County shall maintain a log containing the date of the complaint, nature of the complaint, and corrective action taken. The Contractor shall provide all necessary information to County Project Manager to address and resolve all complaints received.

#### **6.10 Utilization Reports**

Contractor shall maintain and provide as needed utilization information data based on patrons, employees, jurors or other utilization of the Parking Facilities. County will determine when studies are necessary.

### **7.0 PARKING FACILITY MAINTENANCE**

Contractor must maintain and clean all Parking Facilities. The following are general descriptions of the maintenance tasks for all Parking Facilities. Frequencies for maintenance tasks are identified in the Parking Facility



Specification Sheets, Exhibit C to the Contract. Contractor shall perform the following tasks:

## **7.1 Required Maintenance**

### **7.1.1 Parking Facility Sweeping/Cleaning**

1. Contractor shall clean and keep asphalt/concrete floor surfaces, ramps, drive lanes, driveways, crosswalks and parking spaces, including adjacent drive areas within the parking facility free of trash & debris, cobwebs, weeds, oil, grease and other stains/spills. Contractor shall meet the sweeping/cleaning requirements by using, at a minimum, the following equipment:
  - a. A vacuum sweeper/truck that suctions trash particles and debris when cleaning asphalt-surface facilities.
  - b. A power broom sweeper that utilizes rotating brushes to sweep away dirt and debris build-up when cleaning concrete-surface facilities.
2. Contractor shall remove oil, grease, and other stains and automotive drips/leaks from Parking Facility surfaces, by using dry clean-up methods (absorbents) within two hours of notification or discovery. Absorbents must be disposed of properly.

### **7.1.2 Parking Facility Power Washing/Power Scrubbing**

Contractor shall high-pressure wash and power scrub Parking Facilities annually, including parking spaces, driveways, ramps, and walkways, and maintain them free from sand and dirt accumulation. Contractor shall meet the high-pressure washing and power scrubbing requirements by using, at a minimum, the following equipment:

1. A high power, high-pressure washer with water pressure rated at 250 degrees and 4000 PSI to remove grease and oil stains, gum, loose paint, dust, dirt, and to clean walkway steps and borders.
2. An industrial power scrub that uses detergent and rotating brushes to scrub parking structures.

Contractor shall have all Parking Facilities high-pressure washed and industrially scrubbed once per year, but not within six months of each other. Contractor shall adhere to appropriate regulatory agency standards and all applicable laws and regulations for water run-off/reclamation when power-washing and power-scrubbing facilities.

### 7.1.3 Solid Waste Collection and Removal

Remove and dispose of all trash or debris from Parking Facility according to all applicable laws and regulations.

1. Collect and remove all solid waste from Parking Facility in accordance with applicable laws and regulations.
2. Wash or steam clean waste cans and line cans with heavy duty bags of no less than three millimeters thickness.

### 7.1.4 Graffiti Removal

Graffiti removal shall be completed within twenty-four (24) hours of notification or discovery, and shall include the following:

1. Parking Facility – all interior and exterior surfaces
2. Hallways, walkways and stairways – all surfaces
3. Signs – all surfaces
4. Elevator floors, walls, doors and tracks.
5. Rubbish containers

All graffiti and vandalism eradication requests for repainting shall be submitted to the County's Project Manager. County reserves the ability to paint surfaces, if appropriate.

### 7.1.5 Lighting

1. All areas must be properly illuminated when lighting is needed. All fixtures must be clean, clear and free from dust and debris.
2. Replace burned out ballast, tubes, bulbs and starters within twenty-four (24) hours of notification or discovery.
3. Notify County of burned out ballast, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures within twenty-four (24) hours of notification or discovery.
4. Rope off areas or post signs while an employee is working overhead, to protect the public from walking into the work area.
5. Clean light fixtures and lenses using water, soaps, solvents, cleaning tanks and degreaser.

### 7.1.6 Repair Pot Holes & Spalling Concrete

Repair pot holes and spalling concrete within twenty-four (24) hours of notification or discovery.

#### 7.1.7 Cleaning of Restrooms

1. Clean restroom fixtures.
2. Clean and refill all restroom soap and paper dispenser.
3. Spot wash restroom walls, partitions and doors.
4. Remove/clean graffiti and vandalism.
5. Clean sink basins and all surrounding surfaces.
6. Clean restroom mirrors, kick plates, push plates.
7. Clean restroom floors with disinfectant detergent. Set up "wet floor" signs.
8. Clean and sanitize toilets, toilet seats, urinals and waterless urinals with germicidal solution.
9. Clean base of toilet bowls and below all urinals.
10. Clean behind toilet bowls and in corners of restroom floors.
11. Empty waste containers and replace plastic bag. Wash containers inside and outside.
12. Dust ceiling vents.
13. Contractor shall maintain daily log of each facility (as applicable).

#### 7.1.8 Cleaning of Stairwells, Elevators, Ramps and Escalators

1. Pick up trash and place in trash container.
2. Clean and sanitize elevators to remove unsanitary odors and conditions by cleaning floor, walls, and doors.
3. Sweep and damp mop floor surfaces. Set up "wet floor" signs.
4. Remove all standing water remaining after the hose down.

#### 7.1.9 Furnish, Replace and Install Signs

Replace damaged, worn or missing signs. County, in its sole discretion, will determine if new and/or replacement signs are needed and notify the Contractor.

#### 7.1.10 Furnish, Replace and Install Cones/Markers

1. Furnish and install parking cones and arrows for clarity of traffic flow.
2. Replace damaged and soiled parking cones as needed.

#### 7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars

1. Maintain all painted surfaces including pillars and curbs, as needed.
2. Re-stripe at least one third of total spaces of the region per year on a three (3) year cycle. Contractor shall submit to County a re-striping/painting schedule, for review and approval, by January of every calendar year.
3. Re-secure loose wheel stops and replace broken wheel stops and paint to match as needed.

**7.1.12 Maintenance of Attendant Booth/Office**

1. Clean and sanitize booth or office including interior and exterior windows.
2. Sweep and damp mop floor surface.
3. Empty all waste containers.

**7.1.13 Inspection and Maintenance of Fire Extinguishers**

1. Maintain the required number of fire extinguishers. Fire extinguishers shall be serviced annually before the expiration date identified by staff licensed by the California Fire Marshal.
2. Inspect each fire extinguisher, sign and date each maintenance tag on a monthly basis. In addition, Contractor shall maintain a monthly maintenance log on-site.

**7.1.14 Maintenance of Automated Parking Equipment**

Clean exterior of PARCS tickets dispenser daily.

**7.1.15 Maintenance and Repair of Gate Arms**

Maintain gate arms when necessary and replace broken gate arms within one hour upon discovery.

**7.1.16 Inspection of Automated Lots**

Perform daily safety inspections for all automated lots a minimum of two (2) times per day. Contractor shall complete and maintain the Daily Safety Inspection log, Attachment 9 to this SOW, on-site.

**7.2 Maintenance Reporting Requirements**

- 7.2.1** Contractor shall contact the CAC at (562) 940-3305 immediately and notify the County Project Manager verbally within one hour and in writing within 24 hours upon discovering that the PARCS equipment belonging to the County is in need of repair.

For all non-PARCS County equipment, Contractor shall notify the County Project Manager verbally within one hour and in writing within 24 hours.

- 7.2.2 Contractor shall notify the County Project Manager immediately, and in writing within 24 hours upon discovering a water leak or a faulty sprinkler system.

## **8.0 ACCEPTANCE AND MODIFICATION OF FACILITIES AND SERVICE AREA**

### **8.1 Contractor's Acceptance of Facilities**

The Contractor acknowledges personal inspection of the Parking Facilities. The Contractor accepts the Parking Facilities and related facilities in their present physical condition, and agrees to make no demands upon the County for any changes to be made before or after commencement of the Contract term.

### **8.2 Modification of Parking Facilities by Contractor**

The Contractor will not make any changes, modifications, alterations or improvements to any County facility without prior written approval from the County Project Manager. The Contractor will immediately, at Contractor's expense, restore modifications not approved by the County to original condition. The Contractor's failure to restore the facility shall result in restoration by the County at Contractor's expense.

### **8.3 Unscheduled Work**

County may authorize Contractor to perform unscheduled work. Examples of unscheduled work include, but are not limited to extra cycles of power wash/power wash of stairwells, new signage, etc. Work shall be performed only upon County's request and shall be competitively bid by Contractor. Contractor must obtain three (3) bids for each requested project totaling above \$1,500. Contractor shall incur the cost of work and submit invoice(s) to the County for reimbursement. Upon receipt of invoice(s), County shall inspect work and, if the work is acceptable, issue acceptance. If the work is not acceptable, Contractor shall make immediate corrections required to obtain County's approval until such approval is obtained. County will pay Contractor within 30 days of County's acceptance of work for the actual amount invoiced by vendor performing the work, plus 10 percent. Any such corrections for unacceptable work shall be at Contractor's expense.

In the event of an emergency or when a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County for approval prior to beginning work and send a written estimate within one (1) business day for approval. Contractor shall submit an invoice to County's Project Manager within five (5) working days after completion of the work. All unscheduled work shall commence on

the written date provided to the Contractor by County's Project Manager. Contractor shall proceed diligently to complete said work within the time allotted. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **9.0 County Responsibility**

### **9.1 Electronic Control Equipment**

County shall have the right to purchase and install or request the Contractor to purchase and install electronic Parking Access and Revenue Control Systems which may change the Contractor's staffing role and responsibility. County shall negotiate such staffing and rates in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

Where available, Contractor must utilize all PARCS appropriately at each Parking Facility.

### **9.2 Furnished Items**

9.2.1 County shall furnish Contractor a list of County equipment for use by Contractor during the Contract term. County shall provide such equipment list prior to Contract start date. The equipment list shall be updated each January of the Contract term.

9.2.2 The County shall provide and pay for all natural gas, electricity and water consumed in the operation of the Parking Facilities. The County shall not be liable to the Contractor for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Facilities. The Contractor shall be liable to the County for material waste of utilities caused by the negligent or intentional acts of its employees. The use of microwaves, toaster ovens, televisions, heaters, etc. by Contractor in County provided facilities are prohibited.

9.2.3 County shall furnish Contractor with an Emergency Contact List.

## **10.0 CONTRACTOR RESPONSIBILITY**

### **10.1 Staffing Plan**

Contractor shall submit a Staffing Plan to the County Project Manager no later than three (3) business days prior to the Contract start date. The Staffing Plan shall be compiled by Parking Facilities and provide the full name of each employee assigned to each Parking Facility. Prior to any changes in staff, the Contractor shall submit the proposed Staffing Plan to the County Project Manager for approval.

## 10.2 Staffing

### A. Contract Personnel

1. Contractor shall assign a sufficient number of employees to perform the required services at each Parking Facility as identified in each Parking Facility Specification Sheet, Exhibit C of the Contract.
2. All Contractor personnel shall be able to effectively communicate in English orally and in writing.
3. Contractor personnel must be at least eighteen (18) years of age.
4. Contractor personnel shall be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor, and appearance of its employees.
5. Contractor's personnel shall not bring visitors, any form of weapon, contraband, alcohol or drugs, audio/visual or print media to the workplace.
6. Contractor's personnel shall not be under the influence of alcohol or drugs; are subject to authorized search; and shall conduct themselves in a reasonable and professional manner at all times.
7. Contractor personnel who may operate vehicles in the course of their duties must have a current and valid California Drivers License.
8. Contractor must provide Contract Compliance Section with a Department of Motor Vehicle (DMV) Driving Record printout for all personnel who may operate vehicles in the course of their duties under this Contract within three (3) business days after the Contract start date. Contractor shall thereafter provide a DMV Driving Record Report on 50 percent of the employees annually on Contract anniversary date. Report shall be at the expense of Contractor. County may at its sole discretion require the removal of Contractor personnel based solely on the findings of the DMV report.
9. Contractor personnel removed by County cannot be relocated to another County facility/location.
10. Contractor shall insure that in operating the Parking Facilities its personnel exercise reasonable care to prevent injury to patrons and property.
11. Contractor shall provide and require every employee to wear a uniform, and shall require every employee to wear a



County-issued identification. County shall approve uniforms prior to contract start date.

**B. Parking Supervisors**

1. Contractor shall provide Parking Supervisors as identified in each Parking Facility Specification Sheet as set forth in Exhibit C of the Contract. Parking Supervisors shall be thoroughly trained and knowledgeable in all aspects of County's Parking Facilities operations.

In addition, Contractor shall provide County with a listing of supervisors, including their cell phone number, for each facility. The list shall be provided to the County at the beginning of the Contract and every time there is a change thereafter.

2. Parking Supervisors shall make inspections, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports, and ensure that the Parking Attendants/Cashiers follow the procedures required by the Contract.
3. Parking Supervisors must be able to effectively communicate in English, both orally and in writing.

**10.3 Training**

Contractor shall provide Contractor personnel with on-going safety and customer service training. Contractor personnel shall be trained in their assigned tasks and in the safe handling of equipment. All equipment will be checked daily for safety. All Contractor personnel must work according to California Occupational Safety and Health Administration standards.

**10.4 Contractor Office**

Contractor shall provide an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer all calls received by the answering service within one (1) hour of receipt of the call.

**10.4.1 Automated Lots**

Contractor shall provide 24-hour customer service assistance for all automated lots. In addition, a 24-hour intercom line shall be available to patrons needing assistance. The intercom shall be linked to an office located at the Music Center which must be staffed by the Contractor 24 hours a day, 7 days a week.

#### 10.4.2 Non-Automated Lots

Contractor shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

### 10.5 Equipment

10.5.1 At its own cost, the Contractor shall furnish and maintain fire extinguishers, flares, flashlights, flashlight batteries, and first-aid kits approved by the County Project Manager in each Parking Facility.

10.5.2 Contractor may supplement County's existing equipment, security gates, and perimeter fencing/cable barriers by providing any additional equipment that is required for optimum operation at Contractor's expense provided, however, that County must approve any new equipment being proposed to be installed by Contractor.

10.5.3 Any equipment, such as electric cars, provided by the County is limited to be used with care as designed. Contractor will be held responsible for costs of any repair or replacement that results from misuse or neglect.

### 10.6 Signs

The Contractor shall furnish permanent signs for all Parking Facilities, except metered Parking Facilities, informing the public of the Parking Fee and the name and telephone number of the Contractor. The signs shall be posted at the entrance of each Parking Facility and any other necessary location. The signs must be approved in advance by the County Project Manager.

### 10.7 Telephone Service

The Contractor shall, at its own expense, install and maintain telephones or provide wireless communications at all Parking Facilities to communicate with the Parking Attendants/Cashiers and shall provide its staff with a list of telephone numbers for emergency services for Parking Supervisors. The Contractor shall allow the County Project Manager reasonable use of the telephone equipment in the course of the County Project Manager's duties.

### 10.8 Emergency Call Instructions

Contractor shall furnish and maintain emergency call instructions in all cashier booth locations and offices within each Parking Facility.

**10.9 Regulatory Permits/Certifications**

Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications (e.g. business license) necessary to provide services pursuant to this Contract. All licenses, permits and regulatory certifications must be valid throughout the term of the Contract.

**10.10 Financial Statements**

Contractor shall submit annual Financial Statements that include the Contractor's assets, liabilities and net worth, and at a minimum shall include Balance Sheets, Statements of Income, and a Statement of Cash Flows. The statements must be received by the county by February 28 of each contract year at the following address:

County of Los Angeles  
Internal Services Department, Contracting Division  
1100 North Eastern Avenue  
Los Angeles, CA 90063

**11.0 ADDITIONS/DELETIONS/CHANGES OF PARKING FACILITIES, STAFFING, SPECIFIC TASKS AND/OR WORK HOURS**

County reserves the right to add or delete Parking Facilities, adjust the quantity of Parking Facilities within each Region, change the staffing requirements and/or operating hours of Parking Facilities during the Contract term. All changes must be made in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

**12.0 CONTRACTOR'S QUALITY CONTROL PLAN**

Contractor shall establish, maintain, and utilize a comprehensive written Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Project Manager for approval within three (3) business days prior to the Contract start date. The Plan shall include, but may not be limited to the following:

- 12.1** Method of monitoring and frequency to ensure that Contract requirements are being met.
- 12.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 12.3** Methods for continuing to ensure services to the County in the event of a strike by the Contractor's employees.

## **13.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

### **13.1 Monthly Meetings**

Contractor is required to attend scheduled monthly meetings and any emergency meetings as scheduled by the County Project Manager.

### **13.2 Contract Discrepancy Report (CDR)**

Verbal and written notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report, Attachment 1 to this SOW, shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within ten (10) workdays.

### **13.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **14.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listing of services used in Attachment 2 - Performance Requirements Summary (PRS) Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- 14.1 Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons

for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 14.2 Reduce payment to Contractor by the amount identified as the assessment fee in the PRS.
- 14.3 Failure of the Contractor within 10 days to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified shall constitute authorization for the County to have the services performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services, as determined by the County, shall be credited to the County on Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten days written notice with or without cause, as provide for in the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.41, Termination for Convenience.

## **15.0 GREEN INITIATIVES**

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy. Contractor shall notify County's Project Manager of the Contractor's new green initiatives implemented during the term of the Contract.

## 16.0 DELIVERABLES

Contractor shall provide all deliverables in written hard copy unless otherwise approved by County in accordance with the below matrix:

DELIVERABLE	SECTION	DUE DATE
Bank Deposit Receipt	5.5	Next business day by 4 pm
Accounting and Cash Control Procedures	5.6.1	15 business days prior to Contract start date
Parking Fee Reconciliation	5.7	5 business days after cash count/audit conducted
Daily Activity & Revenue Report	6.2	Daily (M-F) Next business day by noon
Monthly Activity and Gross Revenue Report	6.6	10 <sup>th</sup> of each month for the previous month
Incident Report	6.7	Within 24 hours of incident
Daily Vehicle Inventory	6.8	End of business day
Staffing Plan	10.1	3 business days prior to the Contract start or prior to proposed change in staff.
Parking Vehicle Damage Report	6.7.1	End of next business day
DMV Driving Record Printout for employees who may operate vehicles	10.2.A.8	3 business days after Contract start date
DMV Driving Record Printout for 50% of employees who may operate vehicles	10.2.A.8	Annually on Contract anniversary
Quality Control Plan	12.0	3 business days prior to Contract start date

**CONTRACT ADMINISTRATION DIVISION  
PARKING SERVICES SECTION  
CONTRACT DISCREPANCY REPORT**

Parking Facility Location: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Monitor: \_\_\_\_\_

Date of Discrepancy: \_\_\_\_\_

Arrival Time: \_\_\_\_\_

Time of Discrepancy: \_\_\_\_\_

Departure Time: \_\_\_\_\_

Performance Requirement Discrepancy Number: \_\_\_\_\_

Description of Discrepancy: \_\_\_\_\_

Monitor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CPM Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DATE TRANSMITTED TO CONTRACTOR: \_\_\_\_\_

VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date

COUNTY ACTIONS: \_\_\_\_\_

DATE CONTRACTOR WAS NOTIFIED OF ACTION: \_\_\_\_\_

VIA: ☐ FAX ☐ E-MAIL ☐ MAIL



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

**Note:** This Chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

**Note:** This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

### Key to Performance Requirements Summary:

Column 1: Contract or Statement of Work Section reference;

Column 2: Description of the performance required to satisfy the Contract;

Column 3: How the Contractor's performance may be monitored by the Contract Project Monitor;

Column 4: Description of allowable deviation from Performance Standard;

Column 5: The amount that may be assessed per Discrepancy Report unless a per hour, per day or other measure of damages is specified;

Column 6: Assessment amount for 2<sup>nd</sup> violation;

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>CONTRACT SECTION</b>					
Contract 5.4	Submit two copies of invoice and required reports by the 15 <sup>th</sup> calendar day of the month following month of service.	Review of invoices and reports	None	\$50 per day invoice is late.	\$75 per day invoice is late on 2 <sup>nd</sup> violation.
Contract 7.2	Contractor requests/receives County approval before making staff changes.	Inspection and observation	None	\$100 per staff change made without approval by County.	\$125 per staff change made without approval by County on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
Contract 7.3	All employees must wear identification badges	Inspection and observation	None	\$50 per employee not wearing a badge during 1 <sup>st</sup> violation.	\$75 per employee not wearing a badge on 2 <sup>nd</sup> violation during second occurrence (regardless if it's the particular employee/s' 1 <sup>st</sup> time not wearing the badge).
Contract 7.4	All Contractor's staff must undergo a background investigation prior to working on County Contract.	Report on File	None	\$100 per employee per day working on County Contract without background investigation performed.	\$125 per employee per day working on County Contract without background investigation performed on 2 <sup>nd</sup> violation.
Contract 8.24.1	Contractor shall report to County all incidents, claims or suits within 24 hours of occurrence.	County knowledge of incident or occurrence	None	\$150 per failure to report incident, claim or suit.	\$175 per failure to report incident, claim or suit on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>4.0 OPERATIONAL TASKS</b>					
SOW 4.1.1	Ensure Parking Facilities open/close per Specification Sheets.	Observation	None	\$50 per Parking Facility not opened/closed per specification sheet.	\$75 per Parking Facility not opened/closed per specification sheet on 2 <sup>nd</sup> violation.
SOW 4.1.2	Vehicles in Parking Facilities have proper parking permits.	Observation	None	\$50 for each vehicle in Parking Facility without proper parking permits.	\$75 for each vehicle in Parking Facility without proper parking permits on 2 <sup>nd</sup> violation.
SOW 4.1.14	Contact ISD Parking Services prior to towing or moving.	County notification	None	\$50 for each occurrence when ISD Parking Services is not notified.	\$75 for each occurrence when ISD Parking Services is not notified on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 4.4	Provide Parking Fee refund for canceled show and validations.	Report reconciliation Patron/Visitor complaint	None	\$50 for each occurrence of Parking Fee not refunded or incorrect refund given.	\$75 for each occurrence of Parking Fee not refunded or incorrect refund given on 2 <sup>nd</sup> violation.
<b>5.0 REVENUE HANDLING AND INTERNAL CONTROLS</b>					
SOW: 5.1.1	Collect Parking Fees according to the Parking Rate Schedule.	Observation and Reports	None	\$25 for each occurrence of incorrect fee collected or no ticket issued.	\$50 for each occurrence of incorrect fee collected or no ticket issued on 2 <sup>nd</sup> violation.
SOW 5.2 & 5.5	Collect fees in accordance with the Parking Rate Schedule and deposit fees into bank account by 3:00 P.M the following business day, with a receipt to ISD Parking Services by 4:00 p.m. the following business day.	Review of records	None	\$1,000 for each day fees are not deposited in bank account by noon the following business day.	\$1,250 for each day fees are not deposited in bank account by noon the following business day on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 5.1.2	Collect Board-approved Parking Fee Waivers or Reduced Fee.	Observation and Reports	None	\$50 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted.	\$75 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted on 2 <sup>nd</sup> violation.
SOW 5.1.4	Sell monthly parking permits and issue receipts.	Observation and Reports	None	\$50 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County.	\$75 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 5.2	Collect all fees in cash except when County authorizes another payment method in writing.	Observation and Reports	None	\$50 per transaction when other payment methods other than cash received without authorization by County.	\$75 per transaction when other payment methods other than cash received without authorization by County on 2 <sup>nd</sup> violation.
SOW 5.7	Conduct unscheduled cash counts and provide County with reconciliation sheet within 5 business day.	Report tracking	None	\$25 per day, each day report is late.	\$50 per day, each day report is late on 2 <sup>nd</sup> violation.
SOW 5.8	Purchase parking tickets and have delivered to ISD Parking Services	Observation	None	\$25 per ticket not purchased and delivered accordingly.	\$50 per ticket not purchased and delivered accordingly on 2 <sup>nd</sup> violation.
SOW: 5.8	Record the receipt and issuance of sequentially numbered parking tickets within 1 business day from distribution to Parking Facilities.	Observation	None	\$25 per day, per Parking Facility each day receipt of tickets was not provided.	\$50 per day, per Parking Facility each day receipt of tickets was not provided on 2 <sup>nd</sup> violation.



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 5.8.1	Contractor shall use pre-numbered, sequential, three-part parking tickets (if distributed manually) or one-part parking ticket generated by Parking Access & Revenue Control System.	Review or records; observation	None	\$100 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly.	\$125 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly on 2 <sup>nd</sup> violation.
SOW: 5.8.2	Report missing and out-of-sequence tickets on Daily Activity and Revenue Report.	Review of Daily Activity & Rev report	None	\$25 per missing ticket on Daily Activity & Revenue report.	\$50 per missing ticket on Daily Activity & Revenue report on 2 <sup>nd</sup> violation.
SOW: 5.8.3	Report lost tickets on Daily Activity and Revenue Report and collect maximum daily Parking Fee from patron.	Review of Daily Activity & Rev report	None	\$100 per lost ticket on Daily Activity & Revenue report.	\$125 per lost ticket on Daily Activity & Revenue report on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>6.0 REPORTS AND LOGS</b>					
SOW 6.0	Provides accurate reports in accordance with dates identified.	Report receipt & reconciliation	None	\$50 per day report is late and/or \$50 per incorrect report.	\$75 per day report is late and/or \$50 per incorrect report on 2 <sup>nd</sup> violation.
<b>7.0 PARKING FACILITY MAINTENANCE</b>					
SOW 7.1	100% completion of maintenance tasks at frequency identified in Parking Facilities Specification Sheets and Statement of Work.	Observation	None	\$50 per day per Parking Facility with outstanding maintenance task not completed.	\$75 per day per Parking Facility with outstanding maintenance task not completed on 2 <sup>nd</sup> violation.
<b>10.0 CONTRACTOR RESPONSIBILITY</b>					
SOW 10.2.A.1	Parking Facilities shall be staffed as identified in Parking Specification Sheets.	Observation	None	\$100 per occurrence when staffing is below required levels.	\$125 per occurrence when staffing is below required levels on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 10.2.A.9	Contractor personnel removed by County cannot be relocated to another County facility/location	Inspection/Observation	None	\$500 per occurrence per day.	\$750 per occurrence per day on 2 <sup>nd</sup> violation.
SOW 10.2.A.11	All employees must wear identification badges and uniform shirt displaying company name/logo at all times	Observation	None	\$75 per employee per day.	\$100 per employee per day on 2 <sup>nd</sup> violation.
SOW 10.5	Contractor shall provide and maintain all equipment identified in SOW.	Observation	None	\$25 per occurrence for each Parking Facility with incomplete equipment.	\$50 per occurrence for each Parking Facility with incomplete equipment on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
SOW 10.6	Furnish permanent Parking Facility signs identifying facility number, fees, Contractor's name and ISD Parking Services compliant line. All signs are to be approved by CPM.	Observation	None	\$50 per sign missing.	\$75 per sign missing on 2 <sup>nd</sup> violation.
<b>12.0 QUALITY CONTROL PLAN</b>					
SOW 12.0	Contractor must be in compliance with and maintain a current quality control plan.	Review of records; observation	None	\$50 for each day Contractor not in compliance with plan or plan is outdated.	\$75 for each day Contractor not in compliance with plan or plan is outdated on 2 <sup>nd</sup> violation.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This Chart covers deductions/fees for Contract non-compliance. Sections of the Contract may also provide for deductions for the specific violations not addressed here.

1 CONTRACT/SOW SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 <sup>ST</sup> VIOLATION*	6 ASSESSMENT 2 <sup>ND</sup> VIOLATION**
<b>13.0 QUALITY ASSURANCE PLAN</b>					
SOW 13.1	Contractor to attend scheduled monthly meetings or as needed meeting with ISD Parking Services	Attendance	10 minutes or phone notification of late arrival	\$25 per missed meeting	\$50 per missed meeting on 2 <sup>nd</sup> violation.

\* First Violation means the 1st occurrence as a result of a Review of Invoice, Reports and/or Records; Inspection; Observation; Report on file; County knowledge of incident/occurrence; County notification; Report reconciliation; Patron/Visitor complaint; Report tracking and/or Report reconciliation.

\*\* Second Violation means the 2nd occurrence as a result of a Review of Invoice, Reports and/or Records; Inspection; Observation; Report on file; County knowledge of incident/occurrence; County notification; Report reconciliation; Patron/Visitor complaint; Report tracking and/or Report reconciliation.

<h1 style="margin: 0; color: red;">WARNING</h1> <h2 style="margin: 0; color: red;">PARKING VIOLATION</h2>											
<h3 style="margin: 0; color: red;">22761</h3>											
<p>YOU ARE ILLEGALLY OR IMPROPERLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED AWAY AT YOUR EXPENSE.</p>											
<p><input type="checkbox"/> No Proof of payment</p> <p><input type="checkbox"/> Improperly Parked _____</p> <p>_____</p>											
<p><input type="checkbox"/> Parked in a "No Parking" zone</p> <p><input type="checkbox"/> Parked in disabled Persons' Space (Without I.D.)</p> <p><input type="checkbox"/> Parked in Reserved Parking Area</p> <p><input type="checkbox"/> Blocking entrance to building or driveway (Fire Department Regulation)</p> <p><input type="checkbox"/> Vehicle Not in Acceptable Condition</p> <p><input type="checkbox"/> Other Message _____</p> <p>_____</p> <p><input type="checkbox"/> _____</p>											
<p><b>L.A. COUNTY HAS RECORDED YOUR LICENSE PLATE</b></p> <p><input type="checkbox"/> THIS VEHICLE WILL BE TOWED ON: Day _____</p> <p style="margin-left: 40px;">Date _____ Time _____</p>											
<p>A copy of this notice is on file. We urge you to conform to our parking rules to avoid future inconvenience and expense to yourself.</p> <p>Date _____ Time _____ By _____</p> <p>Location _____</p>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">MAKE</td> </tr> <tr> <td>MODEL</td> <td>COLOR</td> </tr> <tr> <td>LIC NO.</td> <td>STATE YR</td> </tr> <tr> <td colspan="2">OTHER ID</td> </tr> <tr> <td>TOWED BY</td> <td>DATE TOWED</td> </tr> </table>		MAKE		MODEL	COLOR	LIC NO.	STATE YR	OTHER ID		TOWED BY	DATE TOWED
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OTHER ID											
TOWED BY	DATE TOWED										

## Veterans Special License Plates

Los Angeles County Code 15.64.446

### County-owned or operated parking facilities – Fee Exemption for vehicles with veterans special license plates

Notwithstanding any other provision of this code, vehicles displaying valid veterans special license plates issued pursuant to the provisions of California Vehicle Code sections 5007(a)(2) (disabled veteran), 5101.3 (Pearl Harbor survivor), 5101.4 (Medal of Honor and Distinguished Service Cross), 5101.5 (former American prisoner of war), 5101.6 (Congressional Medal of Honor), or 5101.8 (Purple Heart recipient) shall be exempt from the payment of parking fees at any county-owned or county-operated public parking lots during such days and times that parking fees at such lots are required to be deposited into a parking meter or paid directly to a parking attendant, but not where entrance or exit from the involved lot is controlled solely by an automated system. This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent that parking fees are otherwise payable on such days. Vehicles subject to the above fee exemption shall nonetheless be subject to any other restrictions pertaining to parking at the involved location. (Ord. 2007-0071 § 1, 2007.)

#### 5007(a)(2) (Disabled Veteran)



#### 5101.3 (Pearl Harbor Survivor)



#### 5101.4 (Medal of Honor and Distinguished Service Cross)



#### 5105.5 (Former American Prisoner of War)



#### 5101.6 (Congressional Medal of Honor)



#### 5108.8 (Purple Heart Recipient)





**Lost Ticket Claim Form**

Date:	<hr/>
Contractor Name:	<hr/>
Auto Park Number:	<hr/>
Patron Name:	<hr/>
Vehicle Make/Model:	<hr/>
Vehicle License Plate Number:	<hr/>
Driver’s License Number:	<hr/>
Replacement Ticket Number:	<hr/>
Signature:	<hr/>

# DAILY FREE ENTRY LOG

LOCATION: \_\_\_\_\_

DAY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTENDANT: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_

	PATRON/EMPLOYEE NAME	ORGANIZATION	EMPLOYEE# (IF APPLICABLE)	PATRON/EMPLOYEE SIGNATURE	VEHICLE LICENSE PLATE#/ COUNTY VEHICLE#	PHONE#	JUSTIFICATION
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

**VEHICLE DAMAGE REPORT**

Parking Facility Number: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

License Plate Number	Make of Vehicle	Model of Vehicle	Location of Vehicle in Parking Facility	Notable Damage

Completed by: \_\_\_\_\_  
(Name and Title)

**DAILY VEHICLE INVENTORY – BEGINNING AND END OF DAILY OPERATIONS**

Parking Facility Number: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM (Circle)

License Plate Number	Make of Vehicle	Model of Vehicle	Comments

Completed by: \_\_\_\_\_

*(Name and Title)*

Page \_\_\_ of \_\_\_

LOT#: \_\_\_\_\_

DAILY SAFETY INSPECTION

DATE	LOT SWEPT	OIL SPOT REMOVED	STAIRWELLS CLEANED	TRASH EMPTIED	SIGNS CLEANED	WEATHER	LIGHTS	OTHER	COMPLETED BY:

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSPECTED BY: \_\_\_\_\_

# Region 2 - Outlying Area

Exhibit B

			Compensation Method	
Parking Facilities	Address	Type of Lot	Monthly Mgt Fee	Monthly Revenue Sharing **
15	527 North Spring St.	Revenue	N/A	31.79%
21	555 North Broadway	Management	\$1,849.03	N/A
	Special Event Revenue (non-business hours)			31.79%
29	313 North Figueroa (Health Services Building)	Revenue	N/A	31.79%
45	725 North Spring St. (China Town)	Revenue	N/A	31.79%
46	318 West Adams Blvd. (Adams & Grand)	Management	\$10,386.30	N/A
	Special Event Revenue (non-business hours)			31.79%
54	1011 Browning Blvd. (Los Angeles)	Revenue	N/A	31.79%
55	1601 Eastlake Ave. (Juvenile Hall)	Management	\$8,323.25	N/A
58*	1055 N. Alameda St.	Management	\$1,152.55	
	Special Event Revenue (non-business hours)			31.79%
68	523 Shatto Place (6th & Vermont)	Management	\$13,528.29	N/A
	Special Event Revenue (non-business hours)			31.79%
69	526 South Vermont Ave. (6th & Vermont)	Management	\$4,452.09	N/A
	Special Event Revenue (non-business hours)			31.79%
75A	429 Bauchet St. (Men's Central Jail)	Revenue	N/A	31.79%
75B	429 Bauchet St. (Men's Central Jail)	Management	\$13,995.36	N/A
75C	441 Bauchet St. (Men's Central Jail)	Management	\$14,414.79	N/A
76	4837 E. Third St. (East LA Civic Center)	Management	\$6,988.26	N/A
81	1100 North Eastern Ave. (ISD Administration)	Management	\$5,206.72	N/A
83	5801 Wilshire Blvd. (Page Museum)	Revenue	N/A	31.79%
87	11705 Alameda St Lynwood Regional Justice	Management	\$13,116.44	N/A
	Special Event Revenue (non-business hours)			31.79%
89	17600 Santa Fe Ave.	Management	\$8,503.59	N/A
	Special Event Revenue (non-business hours)		N/A	31.79%
93	10025 E. Flower (Cerritos Ct.) (Graffiti removal only)	Management	\$807.19	N/A
<b>Total Monthly Management Fee - Region 2</b>			<b>\$102,723.86</b>	<b>31.79%</b>

**\*\*Monthly Revenue Sharing proposed percentages must be the same for each of the applicable parking facilities.**

Contractors percentage of adjusted gross revenue (Total revenue received from all parking transactions including but not limited to Parking Fees collected from daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets less City of Los Angeles taxes and value of fee waivers or reduce fee value).

## Hourly Rates

Supervisor \$ 27.50

Attendant \$20.50

Cashier \$18.50

Hourly rates are to include all labor and administrative cost, overhead, benefits, equipment, materials and profit.

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #15**  
**527 North Spring Street**  
**Los Angeles, CA 90012**

**Type of Parking Facility: Revenue Share**

**Description:** This facility is a surface lot. The automated facility has one entrance and one exit lane. This facility is currently used by US District Court Jurors Monday through Friday and open to the public on weekend and holidays. Event fee paid upon entry.

Days & Hours of Operation	
Monday	6:30 AM to 7:00 PM
Tuesday thru Friday	6:30 AM to 8:30 PM
Saturday	8:00 AM to 8:30 PM
Sunday	7:00 AM to 8:30 PM

Attendants
None
Cashier
None
On-Site Supervisor
None

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Public
Parking Spaces: 196

Event Driven (Garage closes 1 hour after event)
2 Cashiers
2 Attendants

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	Daily. Beginning and End of Shift.



**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #21**  
**555 North Broadway**  
**Los Angeles, CA 90012**

**Type of Parking Facility: Management Fee**

**Description:** The facility is a surface lot. The automated facility has one entrance and one exit lane. Event fee is paid upon entry.

**Days & Hours of Operation**

Monday	6:30 AM to 7:00 PM
Tuesday thru Friday	6:30 AM to 8:30 PM
Saturday	8:00 AM to 8:30 PM
Sunday	7:00 AM to 8:30 PM

**Attendants**

None

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Employee/Event/Public  
Parking Spaces: 170

**Event Driven (Garage closes 1 hour after event)**

1 Cashier  
1 Attendant

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	Daily. Beginning and End of Shift.

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #29 - Health Services Building  
313 North Figueroa  
Los Angeles, CA 90012**

**Type of Parking Facility: Revenue Share**

**Days & Hours of Operation**

Monday thru Friday 5:30 AM to 5:30 PM

**Attendants**

1 - 12:00 PM to 4:00 PM

**Cashiers**

1 - 5:30 AM to 2:30 PM

1 - 8:30 AM to 5:30 PM

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee/Public  
Parking Spaces: 692

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
4	5	0	0	All	0	1	0

**Description:** The facility is a four level above grade parking structure. The facility has two entrances and two exit lanes. Only one entrance and exit lane is currently being utilized. Patrons pre-pay the full daily fee on entry and may receive a refund on exiting. The entrance is located at Freemont. After 2:00 PM, additional entrance/exit opens on Figueroa.

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #45 - Chinatown**  
725 North Grand Avenue  
Los Angeles, CA 90012

**Type of Parking Facility: Revenue Share**

**Descripton:** The facility is a surface lot. The facility has one entrance and one exit lane. Patrons pre-pay the full daily fee on entry and may receive a refund upon exiting.

Days & Hours of Operation	
Monday	7:00 AM to 7:00 PM
Saturday and Sunday	9:00 AM to 7:00 PM

Monday - Friday	Saturday & Sunday
<b>Cashier</b>	
1 - 6:00 AM to 2:00 PM	1 - 2:00 PM to 7:00 PM
1 - 2:00 PM to 7:00 PM	1 - 9:00 AM to 2:00 PM
<b>Attendants</b>	
2 - 7:00 AM to 4:00 PM	
<b>On-Site Supervisor</b>	
None	

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Public
Parking Spaces: 255

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booths	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #46 - Adams & Grand**  
318 West Adams Boulevard  
Los Angeles, CA 90007

**Type of Parking Facility: Management Fee**

**Description:** The facility is a two level above grade parking structure. The facility has two entrances and two exit lanes. The express ramp to the upper level has a key card reader.

**Days & Hours of Operation**

Monday thru Friday 6:00 AM to 7:00 PM

**Attendants**

1 - 6:00 AM to 3:00 PM  
1 - 6:30 AM to 4:00 PM  
1 - 3:00 PM to 7:00 PM

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Employee  
Parking Spaces: 1,220

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
2	2	0	0	All	1	1	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	As-Needed. No less than Daily.
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #54 - Probation**  
1011 W. Browning Street  
Los Angeles, CA 90037

**Type of Parking Facility: Revenue**

**Description:** The facility is a four-level above-grade parking structure. The facility has one entrance lane and one exit lane.

**Days & Hours of Operation**

As needed for ISD sanctioned events

**Attendants**

1 - As needed for event

**Cashiers**

1 - As needed for event

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Special Events during non-business hours

Parking Spaces: 150

Building Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Cashier Booth	Office
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	N/A
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	After Event As-Needed.
7.1.3 Trash Removal	N/A
7.1.4 Graffiti Removal	N/A
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	N/A
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	N/A
7.1.10 Furnish, Replace and Install Cones/Markers	N/A
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.12 Maintain Attendant Booths/Office	N/A
7.1.13 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #55 - Juvenile Hall**  
1601 Eastlake Avenue  
Los Angeles, CA 90033

**Type of Parking Facility: Management Fee**

**Description:** The facility has one two-level and one three-level above-grade parking structures with a surface lot. The facility has one entrance lane and two exit lanes.

**Days & Hours of Operation**

Monday thru Friday	6:00 AM to 3:00 PM
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**Attendants**

1 - 6:00 AM to 3:00 PM

1 - 7:00 AM to 4:00 PM

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee

Parking Spaces: 516

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
2 - 3	3	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

Revised September 27, 2012.

**Los Angeles County Parking Facility #58 - Alameda Garage**  
1055 N. Alamed Street  
Los Angeles, CA 90012

**Type of Parking Facility: Revenue**

**Days & Hours of Operation**

As needed for ISD sanctioned events

**Attendants**

1 - As needed for event

**Cashiers**

1 - As needed for event

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Special Events during non-business hours  
Parking Spaces: 312

**Description:** The facility is a four-level parking structure. Contractor is not responsible for cleaning level one (Alameda Street entrance- Fleet area ) of the parking facility. The Contrator is responsible for levels two - four. There is an entrance lane/exit lane on Spring Street. The facility is used for special events and must be cleaned once a month.

Building Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
N/A	3	1	0	All	0	N/A	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Monthly
7.1.2 Power Scrub/Power Washing	Annually
7.1.3 Removal of Debris & Litter	Monthly
7.1.3 Trash Removal	Monthly
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	N/A
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Monthly
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.12 Maintain Attendant Booths/Office	N/A
7.1.13 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #68 - 6th & Vermont**  
523 Shatto Place  
Los Angeles, CA 90020

**Type of Parking Facility: Management Fee**

**Description:** This facility is a six level above and two level below grade parking facility with one entrance and one exit lane. Monthly parking is controlled by permit.

**Days & Hours of Operation**

Monday thru Friday 5:00 AM to 7:00 PM

**Attendants**

1 - 5 AM to 1 PM  
1 - 3:00 PM to 7:00 PM  
1 - 8:00 AM to 12:00 PM \*Tunnel

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee  
Parking Spaces: 838

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
8	2	2	0	All	2	0	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	As-Needed. No less than Daily.
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A



**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #69 - 6th & Vermont**  
526 S. Vermont Avenue  
Los Angeles, CA 90020

**Type of Parking Facility: Management Fee**

**Description:** Surface Parking Facility with one entry and one exit lane. Employee parking is controlled by permit.

**Days & Hours of Operation**

Monday thru Friday 7:00 AM to 4:00 PM

**Attendants**

1 - 7:00 AM to 4:00 PM

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee

Parking Spaces: 79

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	0	0	0	All	0	0	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #75A - Men's Jail**  
429 Bauchet Street  
Los Angeles, CA 90012

**Type of Parking Facility: Revenue Share**

**Descripton:** The facility is a two level structure. The facility has one entrance lane and one exit lane.

Days & Hrs of Operation	
Monday - Sunday and Holidays	24 Hours per day

Mon. - Fri.	Sat., Sun., & Holidays
<b>Cashier</b>	
1 - 6:00 AM to 2:00 PM	1 - 6:00 AM to 6:00 PM
1 - 2:00 PM to 10:00 PM	1 - 6:00 PM to 6:00 AM
1 - 10:00 PM to 6:00 AM	
<b>Attendants</b>	
1 - 6:00 AM to 2:00 PM	1 - 6:00 AM to 6:00 PM
1 - 2:00 PM to 10:00 PM	1 - 6:00 PM to 6:00 AM
1 - 10:00 PM to 6:00 AM	
<b>On-Site Supervisor</b>	
1 - 10:00 AM to 7:00 PM	1 - 10:00 AM to 7:00 PM

Usage & Number of Spaces
Usage: Employee/Public
Parking Spaces: 468

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
2	6	0	0	All	1	1	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	As-Needed. No less than Daily.
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #75B - Men's Jail**  
429 Bauchet Street  
Los Angeles, CA 90012

**Type of Parking Facility: Management Fee**

**Description:** The facility consists of the upper level of a two level structure. The facility has one entrance lane and one exit lane.

**Days & Hours of Operation**  
Monday - Sunday and Holidays 24 Hours per day

Mon. - Fri.	Sat., Sun., & Holidays
<b>Cashier</b>	
None	
<b>Attendants</b>	
1 - 6:00 AM to 2:00 PM	1 - 6:00 AM to 6:00 PM
1 - 2:00 PM to 10:00 PM	1 - 6:00 PM to 6:00 AM
1 - 10:00 PM to 6:00 AM	
<b>On-Site Supervisor</b>	
None	

**Usage & Number of Spaces**  
Usage: Authorized Visitor/Employee/Overflow Public  
Parking Spaces: 364

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
1	6	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #75C - Men's Jail**  
441 Bauchet Street  
Los Angeles, CA 90012

**Days & Hrs of Operation**

Monday - Sunday and Holidays 24 Hours per day

**Type of Parking Facility: Management Fee**

**Description:** The facility is a ten level above grade parking structure. The facility has two entrances and two exit lanes. There is no public parking at this facility.

Mon. - Fri.	Sat., Sun., & Holidays
<b>Cashier</b>	
None	
<b>Attendants</b>	
1 - 6:00 AM to 2:00 PM	1 - 6:00 AM to 6:00 PM
1 - 2:00 PM to 10:00 PM	1 - 6:00 PM to 6:00 AM
1 - 10:00 PM to 6:00 AM	
<b>On-Site Supervisor</b>	
None	

Usage & Number of Spaces
Usage: Employee Only
Parking Spaces: 964

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
10	1	3	0	All	1	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	Monday thru Sunday
7.1.8 Cleaning of Stairwells, Elevators, Escalators. Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #76- ELA Civic Center**  
4837 East Third Street  
Los Angeles, CA 90022

**Type of Parking Facility: Management Fee**

**Description:** The facility is a four-level above-grade parking structure and a surface lot. The facility has two entrances lane and two exit lanes.

**Days & Hours of Operation**

Monday thru Thursday	7:00 AM to 9:00 PM
Friday	7:00 AM to 6:00 PM

**Attendants**

1 - 1:00 PM to 9:00 PM Mon. -Thurs.  
1 - 1:00 PM to 6:00 PM Friday  
1 - 7:00 AM to 4:00 PM

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Employee/Juror/Public  
Parking Spaces: 316

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
4	1	0	0	ALL	0	0	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	Once a Year on Scrub and Once a Year on Power Wash
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	Within 24 Hours
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #81 - ISD Administration**  
1100 North Eastern Avenue  
Los Angeles, CA 90063

**Type of Parking Facility: Management Fee**

**Description:** This is a surface Parking Facility that is part of a larger parking area. This lot extends north of the 1102 Building to the boundary fence; west of the east gate to the 1100 Building; south between the west side of the 1102 Building and the western perimeter wall including the loading dock area to the south end of 1102 Building.

**Days & Hours of Operation**

Monday thru Thursday 6:00 AM to 2:00 PM

**Attendants**

1 - 6:00 AM to 2:00 PM

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee

Parking Spaces: 403

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

Revised September 27, 2012.

**Los Angeles County Parking Facility #83 - Page Museum**  
5801 Wilshire Boulevard  
Los Angeles, CA 90036

**Type of Parking Facility:** Revenue Share

**Description:** The facility is a surface lot. The facility has one entrance and one exit lane.

**Days & Hours of Operation**

Sunday thru Saturday 9:00 AM to 6:00 PM

**Attendants**

1 - 11:00 AM to 3:00 PM

**Cashiers**

1 - 9:00 AM to 6:00 PM

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Authorized Visitor/Event/Public  
Parking Spaces: 171

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

Revised October 10, 2012

**Los Angeles County Parking Facility #87- Lynwood Justice Center**  
11705 Alameda Street  
Lynwood, CA 90262

**Type of Parking Facility: Management Fee**

**Description:** The East side facility is a surface lot. The automated facility has two entrance and one exit lane. Event fee is paid upon entry. West side secured compound gate is staffed by parking lot attendant.

**Days & Hours of Operation**

Sunday thru Saturday	Employee - 24 Hours
Monday thru Friday	Public - 24 hours
Sat., Sun., Holiday	Public - 24 hours

Mon. - Fri.	Sat., Sun., & Holiday
<b>Attendants</b>	
1 - 24 hours per day	1 - 24 hours per day
<b>Cashiers</b>	
None	
<b>On-Site Supervisor</b>	
None	

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee/Event/Public  
Parking Spaces: 258

**Event Driven (Garage Closes 1 hour after event)**

1 Cashier  
1 Attendant

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	Twice a Week
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.3 Trash Removal	End of Shift, Monday thru Sunday
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed. Re-stripe specified 3 years cycle
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	Within 1 Hour
7.1.16 Inspection of Automated Lots	Daily. Beginning and End of Shift.



**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #89 - DPSS Rancho**  
**17600 Santa Fe Avenue**  
**Rancho Dominguez, CA 90221**

**Type of Parking Facility: Management Fee**

**Description:** The facility is a surface lot. The facility has one entrance and one exit lane.

**Days & Hours of Operation**

Monday thru Friday 7:00 AM to 4:00 PM

**Attendants**

1 - 6:00 AM to 4:00 PM

1 - 8:00 AM to 5:00 PM

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Authorized Visitor/Employee

Parking Spaces: 508

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	N/A
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	N/A
7.1.3 Trash Removal	N/A
7.1.4 Graffiti Removal	N/A
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	N/A
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.12 Maintain Attendant Booths/Office	As-Needed. No less than Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect Monthly/Service Annually or As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**INTERNAL SERVICES DEPARTMENT  
STATEMENT OF WORK  
PARKING FACILITY SPECIFICATION SHEET  
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #93 - Cerritos Court**  
9951 E. Flower  
Bellflower, CA 90706

**Type of Parking Facility: Management Fee**

**Description:** The facility is a three level above grade parking structure. The facility has one entrance and one exit lane. Contractor is responsible for removal of graffiti only.

**Days & Hours of Operation**

Monday thru Friday | N/A

**Attendants**

None

**Cashiers**

None

**On-Site Supervisor**

None

**Usage & Number of Spaces**

Usage: Employee

Parking Spaces: 339

Number of Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant Booth	Office
3	0	0	0	0	0	0	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning (Power Broom Sweeper for Parking Structures & Vacuum Sweep for Asphalt Facilities)	N/A
7.1.2 Power Scrub/Power Washing	N/A
7.1.3 Removal of Debris & Litter	N/A
7.1.3 Trash Removal	N/A
7.1.4 Graffiti Removal	Within 24 Hours
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	N/A
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	N/A
7.1.10 Furnish, Replace and Install Cones/Markers	N/A
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.12 Maintain Attendant Booths/Office	N/A
7.1.13 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Automated Lots	N/A

**CONTRACTOR'S EEO CERTIFICATION**

Classic Parking, Inc.  
Contractor Name

3208 Royal St., Los Angeles, CA 90007  
Address

95-4121939  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS****YES** **NO**

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Richard Ullman, President  
Authorized Official's Printed Name and Title

  
Authorized Official's Signature

4/24/13  
Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name:	Yolanda Young
Title:	Division Manager
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 267-3101
Facsimile:	(323) 415-8664
E-mail Address:	yyoung@isd.lacounty.gov

**COUNTY PROJECT MANAGER (CPM)**

Name:	Ritu Sehgal
Title:	Section Manager
Address:	500 W. Temple Street, Room B-95
	Los Angeles, CA 90012
Telephone:	(213) 974-9403
Facsimile:	(213) 625-0182
E-mail Address:	Rsehgal@isd.lacounty.gov

**COUNTY CONTRACT MONITORS**

Name:	Various
Title:	County Contract Monitors
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(213) 974- 9505
Facsimile:	(213) 625-0182
E-mail Address:	N/A

**CONTRACTOR'S ADMINISTRATION**

Classic Parking, Inc.  
CONTRACTOR'S NAME

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: David Garner  
Title: Chief Operating Officer  
Address: 3208 Royal St.  
Los Angeles, CA 90007  
Telephone: 213 494-6886  
Facsimile: 213 742-1241  
E-mail Address: dgarner@classicparking.com

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

Name: Richard Ullman  
Title: President  
Address: 3208 Royal St.  
Los Angeles, CA 90007  
Telephone: 213 948-6446  
Facsimile: 213 742-1241  
E-mail Address: rullman@classicparking.com

Name: Richard Ullman, jr.  
Title: Vice President  
Address: 3208 Royal St.  
Los Angeles, CA 90007  
Telephone: 213 792-6292  
Facsimile: 213 742-1241  
E-mail Address: rick@classicparking.com

**Notices to Contractor shall be sent to the following address:**

Name: Richard Ullman  
Title: President  
Address: 3208 Royal St.  
Los Angeles, CA 90007  
Telephone: 213 948-6446  
Facsimile: 213 742-1241  
E-mail Address: 213 792-6292



## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name Classic Parking, Inc.

Contract No. \_\_\_\_\_

### GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

### CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

### CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE:

4/24/13

PRINTED NAME:

Richard Ullman

POSITION:

President

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION  
Chapter 2.201  
LIVING WAGE PROGRAM

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.



Title 2 ADMINISTRATION  
Chapter 2.201  
LIVING WAGE PROGRAM

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION  
Chapter 2.201  
LIVING WAGE PROGRAM

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or



Title 2 ADMINISTRATION  
Chapter 2.201  
LIVING WAGE PROGRAM

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 ( part), 1999.)

**2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

## EXHIBIT K



**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS**

**Instruction Box:** Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports). Submit this form with your Certified Payroll Reports to the awarding County Department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.  Print Authorized Name:		Total (This Page)										
		Grand Total (All Pages)										

Authorized Signature:	Date: ____/____/____	Title:	Telephone Number (include area code) (____) _____	Page: ____ of ____
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# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:  
 \_\_\_\_\_ on the \_\_\_\_\_  
(Company or subcontractor Name) (Service, Building or Work Site)  
 that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)  
 ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)  
 have been paid the full weekly wages earned, that no rebates have been or will be made either  
 directly or indirectly to or on behalf of \_\_\_\_\_  
(Company Name)  
 from the full weekly wages earned by any person and that no deductions have been made either directly or in  
 directly from the full wages earned by any person, other than permissible deductions as defined in  
 Regulations, Part 3 ( 29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as  
 amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:
  
2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and  
 complete; that the wage rates for employees contained therein are not less than the applicable County of Los  
 Angeles Living Wage rates contained in the contract.
  
3. That:
 

☐ WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS  
 In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll,  
 payments of health benefits as required in the contract have been or will be paid to appropriate programs  
 for the benefit of such employees.

☐ WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH  
 Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an  
 amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly  
 rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign  
 under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature:
----------------------	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR  
 OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR  
 SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN  
 ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

**CHARITABLE CONTRIBUTIONS CERTIFICATION**Classic Parking, Inc.

Company Name

3208 Royal St., Los Angeles, CA 90007

Address

95-4121939

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



Signature

4/24/13

Date

Richard Ullman, President

Name and Title of Signer (please print)

**ISD  
PARKING SERVICES  
COUNTY PARKING FACILITIES**

<b>FACILITY NUMBER</b>	<b>ADDRESS</b>
<b>REGION 1</b>	
10	145 North Broadway (Hall of Records)
14	135 North Grand Avenue (Music Center)
16	111 South Grand Avenue (Disney Concert Hall)
17	131 South Olive Street
18	140 North Grand Avenue (Mall Garage)
22	232 North Grand Avenue
26	120 South Olive Street
<b>REGION 2</b>	
15	527 North Spring St.
21	555 North Broadway
	Special Event Revenue (non-business hours)
29	313 North Figueroa (Health Services Building)
45	725 North Spring St. (China Town)
46	318 West Adams Blvd. (Adams & Grand)
	Special Event Revenue (non-business hours)
54	1011 Browning Blvd. (Los Angeles)
55	1601 Eastlake Ave. (Juvenile Hall)
58	1055 N. Alameda St.
	Special Event Revenue (non-business hours)
68	523 Shatto Place (6th & Vermont)
	Special Event Revenue (non-business hours)
69	526 South Vermont Ave. (6th & Vermont)
	Special Event Revenue (non-business hours)
75A	429 Bauchet St. (Men's Central Jail)
75B	429 Bauchet St. (Men's Central Jail)
75C	441 Bauchet St. (Men's Central Jail)
76	4837 E. Third St. (East LA Civic Center)
81	1100 North Eastern Ave. (ISD Administration)
83	5801 Wilshire Blvd. (Page Museum)
87	11705 Alameda St. (Lynwood Regional Justice Center)
	Special Event Revenue (non-business hours)
89	17600 Santa Fe Ave.
	Special Event Revenue (non-business hours)
93	10025 E. Flower (Cerritos Ct.) (Graffiti removal only)

## Attachment 4

REGION 1 ESTIMATE		REGION 2 ESTIMATE		COMBINED ESTIMATE	
TOTAL ESTIMATED AVOIDABLE COSTS:	\$3,125,449.50	TOTAL ESTIMATED AVOIDABLE COSTS:	\$2,893,941.04	TOTAL ESTIMATED AVOIDABLE COSTS:	\$6,019,390.54
TOTAL ESTIMATED CONTRACT COSTS:	\$2,450,155.43	TOTAL ESTIMATED CONTRACT COSTS:	\$1,998,589.17	TOTAL ESTIMATED CONTRACT COSTS:	<u>\$4,448,744.60</u>
ESTIMATED SAVINGS FROM CONTRACTING	\$ 675,294.07	ESTIMATED SAVINGS FROM CONTRACTING	\$ 895,351.87	ESTIMATED SAVINGS FROM CONTRACTING:	<u>\$1,570,645.94</u>
ESTIMATED SAVINGS PERCENTAGE:	21.61%	ESTIMATED SAVINGS PERCENTAGE:	30.94%	ESTIMATED SAVINGS PERCENTAGE:	26.09%

[1] Total proposed contract cost may increase/decrease, since monthly adjusted gross revenue (Gross Revenue - L.A. City Tax = Adjusted Revenue) for revenue sharing parking lots is variable.

[2] Estimated revenue sharing costs were based on actual adjusted gross revenue from Fiscal Year 2011-2012. Actual revenue sharing costs may vary based on actual adjusted gross revenue received throughout the contract period.

[3] Due to inconsistencies in contractor's proposed staffing levels, estimated County staffing levels were based on RFP requirements. Proposed County staff classifications are consistent with the services outlined in the RFP.

[4] Monthly salary rates based on DHR Class and Salary Listings as of December 31, 2012.

[5] County would not incur incremental indirect costs since they are absorbed by existing County resources.

[6] ISD estimated that County Services and Supplies would be equivalent to contractor's proposed monthly cost of \$37,569.57 (\$450,834.84 annually).

[7] RFP indicated that staffing for special events and valet services will be required throughout the contract period. ISD estimated staffing levels based on the frequency of these services during Fiscal Year 2011-2012, and the average number of staff needed.

[8] ISD indicated that customer assistance services (separate staff classification in RFP) will be provided by Parking Lot Attendants.

[1] ISD used a Top Step Variance Factor of 2.99%. We used the Auditor-Controller FY 2012-13 Top Step Variance Factor for ISD of 2.9909% (100%-97.0091%) in our analysis.

[2] County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2080, and the County's FY 2012-2013 PWH is 1765 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1 private sector worker. As a result, we increased the number of County staff required to provide equivalent levels of service by approximately 18%. We reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. However, we rounded down for some positions when necessary due to calculations that resulted in immaterial partial positions.

[3] ISD used an employee benefit rate of approximately 48.64% in their analysis. We used the Auditor-Controller's FY 2012-2013 budgeted employee benefit rate for ISD (52.275%), and deducted unemployment insurance, retiree insurance, and disability from the rate to arrive at an avoidable employee benefit rate of 44.656% (52.275% - 0.078% - 6.258% - 1.283% = 44.656). These amounts were deducted because they are not avoidable costs to the County.

[4] ISD included staffing for valet services in Region 2. However, Region 2 does not require valet services based on the estimates provided in the RFP. As a result, we removed those staff from our calculation.

[5] In accordance with the Memorandum of Understanding Unit# 201, Section 4 (Bldg. Custodians & Services Employees) between the County and SEIU 721, custodians (Item #6774) receive an annual \$300 inequity bonus.

[6] ISD included one custodian for routine cleaning in Region 1. However, the RFP indicates cleaning is required for both regions. Since each region is comprised of multiple lots in various locations, we added a custodian for Region 2 in our analysis.

Award information has not been added at this time.

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### Bid Information

**Bid Number :** 104361  
**Bid Title :** Parking Facilities Management Services RFP  
**Bid Type :** Service  
**Department :** Internal Services Department  
**Commodity :** PARKING SERVICES: OPERATION, ADMISSION, SUPERVISION  
**Open Date :** 8/27/2012  
**Closing Date :** 10/9/2012 1:00 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** \$ 00,000  
**Bid Download :** [Available](#)  
**Bid Description :** The County of Los Angeles Internal Services Department (ISD) is issuing this Request for Proposals (RFP) to solicit proposals from qualified vendors that can provide Parking Facilities Management Services for Countywide owned or leased parking facilities (Parking Facilities), in one or two regions, throughout the County of Los Angeles (County). These Parking Facilities provide parking for visitors, employees or individuals serving as jurors. Services to be provided include, but are not limited to managing revenue, providing valet parking services, staffing, supervising, providing supplies, completing and submitting reports and maintaining all Parking Facilities.  
  
A MANDATORY PROPOSERS' CONFERENCE WILL BE CONDUCTED ON THURSDAY, SEPTEMBER 13, 2012. MANDATORY SITE VISITS OF SELECTED COUNTY FACILITIES WILL OCCUR IMMEDIATELY AFTER THE PROPOSERS' CONFERENCE.  
  
**Contact Name :** Ruben Lopez  
**Contact Phone# :** (323) 267-3182  
**Contact Email :** [rlopez4@isd.lacounty.gov](mailto:rlopez4@isd.lacounty.gov)  
**Last Changed On :** 8/27/2012 5:36:32 PM

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Sub-Class #	Description
958-72	MANAGEMENT SERVICES - PARKING

Vendor ID	Company Name	Phone	LSBE Certified
10434001	A&L DOOR CONTROLS INC 12585 BRANFORD ST., , PACOIMA, CA, 91331-3403	(818) 897-8790	
15979201	ALLTECH INDUSTRIES INC. 301 E. POMONA BLVD. SUITE A, , MONTEREY PARK, CA, 91755	(760) 486-0779	
13322601	AMANO 22619 OLD CANAL ROAD, , YORBA LINDA, CA, 92887	(714) 282-3500 Ext:3550	
16174901	AMERIPARK, LLC 3200 COBB GALLERIA PARKWAY, , ATLANTA, GA, 30339	(404) 812-0833	
50343001	AMPCO SYSTEM PARKING 808 S OLIVE ST, , LOS ANGELES, CA, 90014-3006	(213) 624-6065 Ext:247	
50343007	AMPCO SYSTEM PARKING ONE GATEWAY PLAZA MAIL STOP 99-P1-4, , LOS ANGELES, CA, 90012	(213) 620-0115	
50343008	AMPCO SYSTEM PARKING 1150 S OLIVE STREET 19TH FLOOR, , LOS ANGELES, CA, 90012	(213) 620-0115	
50343010	AMPCO SYSTEM PARKING FIGUEROA PLAZA, 201-221 N. FIGUEROA STREET, LOS ANGELES, CA, 90012	(213) 202-2785	
50343002	AMPCO SYSTEM PARKING 5757/5767 CENTURY BLVD, , LOS ANGELES, CA, 90045	(310) 641-1611	
50343005	AMPCO SYSTEM PARKING 1005 12TH STREET SUITE 5, , SACRAMENTO, CA, 95814	(916) 443-5453	
50343006	AMPCO SYSTEM PARKING 1100 J STREET, 900 13TH STREET, SACRAMENTO, CA, 95814	(916) 443-5453	
50343003	AMPCO SYSTEM PARKING 5120 W. GOLDFLEAF CIRCLE, SUITE 110, LOS ANGELES, CA, 90056	(323) 292-6603	

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Vendor ID	Company Name	Phone	LSBE Certified
50343004	AMPCO SYSTEM PARKING 1100 J STREET, , SACRAMENTO, CA, 95814	(916) 443-5453	
50343009	AMPCO SYSTEM PARKING 11150 W OLYMPIC BLVD, , LOS ANGELES, CA, 90064	(310) 444-0051	
11429401	ANDERSON ASSOCIATES STAFFING 6310 SAN VICENTE BLVD., STE. 400, , LOS ANGELES, CA, 90048-5427	(323) 930-3170 Ext:13	
16268401	CALE AMERICA INC. 13808 MONROE'S BUSINESS PARK, , TAMPA, FL, 33635	(813) 405-3900 Ext:213	
14143701	CAMBRIA SOLUTIONS, INC. 1050 20TH STREET, STE. 275, , SACRAMENTO, CA, 95811	(213) 623-4440	
15933801	CARACAL ENTERPRISES, DBA VENTEK INTERNATIONAL 1260 HOLM ROAD, SUITE A, , PETALUMA, CA, CA, 94954	(707) 773-3373	
16349801	CASE SYSTEMS INC 5 GODDARD, , IRVINE, CA, 92618	(949) 988-7504	
10748801	CENTER FOR WELFARE REFORM & WD 8521 1/2 LA HOMA ST., , CYPRESS, CA, 90630-2319	(714) 828-4956	
11146501	CENTRAL PARKING SYSTEM, INC. 626 WILSHIRE BLVD., SUITE 1050, , LOS ANGELES, CA, 90017	(213) 612-4460 Ext:15	
11146502	CENTRAL PARKING SYSTEM, INC. 1000 S. FREMONT AVE., STE. 109 UNIT 1, UNIT 1,, ALHAMBRA, CA, 91803-8800	(626) 300-5070	
50713201	CGI TECHNOLOGIES & SOLUTIONS 707 WILSHIRE BLVD. SUITE 4325, , LOS ANGELES, CA, 90017	(213) 977-4266	
50713203	CGI TECHNOLOGIES & SOLUTIONS 4050 LEGATO ROAD, , FAIRFAX, VA, 22033	(703) 633-0198	

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Vendor ID	Company Name	Phone	LSBE Certified
50713203	CGI TECHNOLOGIES & SOLUTIONS 4050 LEGATO ROAD, , FAIRFAX, VA, 22033	(703) 633-0198	
50713202	CGI TECHNOLOGIES & SOLUTIONS 333 S. HOPE ST., , LOS ANGELES, CA, 90071-1406	(213) 613-5402	
50713205	CGI TECHNOLOGIES & SOLUTIONS P.O. BOX 932981, , ATLANTA, GA, 31193	(916) 283-2088	
50713206	CGI TECHNOLOGIES & SOLUTIONS 4000 LEGATO RD., 3RD FLOOR, FAIRFAX, VA, 22033-2892	(703) 633-0198	
50713207	CGI TECHNOLOGIES & SOLUTIONS 100 GREAT OAKS BLVD., SUITE 120, ALBANY, NY, 12203	(518) 218-7709	
50713208	CGI TECHNOLOGIES & SOLUTIONS 11325 RANDOM HILLS ROAD, , FAIRFAX, VA, 22030	(703) 267-8312	
12791901	CLASSIC PARKING, INC. 3208 ROYAL ST., , LOS ANGELES, CA, 90007-3657	(213) 742-1238	
13782001	COMPLUS DATA INNOVATIONS, INC. 560 WHITE PLAINS ROAD, , TARRYTOWN, NY, 10591	(914) 747-1200 Ext:237	
15556901	CORPORATE SERVICES GROUP, LLC P.O. BOX 800397, , SANTA CLARITA, CA, 91380-0397	(800) 310-4600	
12898301	DAJA, INC. 353 SACRAMENTO STREET, SUITE 1740, SAN FRANCISCO, CA, 94111	(415) 956-4029	
13105301	DEVELOPERS DIVERSIFIED REALTY PO BOX 228042, 3300 ENTERPISE PARKWAY, BEACHWOOD, OH, 44122	(562) 432-8325 Ext:221	
15903301	DIAMOND PARKING SERVICES, LLC 305 PINE AVE SUITE 405, , LONG BEACH, CA, 90802	(714) 316-4548	

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01754101	FEDERAL APD, INC. 42775 W. NINE MILE RD., , NOVI, MI, 48375	(248) 374-9600	
13541701	FIFTH SERENDIPITY INC PARKING NETWORK INC, 350 SOUTH FIGUEROA STREET SUITE 420, LOS ANGELES, CA, 90071	(213) 613-1500	
50007002	FIVE STAR PARKING 600 S. SPRING ST., STE. 1750, , LOS ANGELES, CA, 90014-1964	(213) 627-8211 Ext:224	
50007008	FIVE STAR PARKING 515 SOUTH FLOWER STREET, SUITE 3200, LOS ANGELES, CA, 90071	(213) 687-8211	
50007001	FIVE STAR PARKING 515 SOUTH FLOWER ST, SUITE 3200, LOS ANGELES, CA, 90071	(213) 687-4484	
50007003	FIVE STAR PARKING 201 N. FIGUEROA ST., , LOS ANGELES, CA, 90012-2623	(213) 975-1454	
50007006	FIVE STAR PARKING 14110 PALAWAN WAY., , MARINA DEL REY, CA, 90292-6231	() -	
50007009	FIVE STAR PARKING ONE GATEWAY PLAZA, MAIL STOP: 99-PL-4, LOS ANGELES, CA, 90012-2952	(213) 620-0115	
50007004	FIVE STAR PARKING 600 S. SPRING ST., STE. 1750, , LOS ANGELES, CA, 90014-1964	(213) 975-1454	
50007007	FIVE STAR PARKING 515 SOUTH FLOWER ST, SUITE 3200, LOS ANGELES, CA, 90071	(213) 687-4484	
16374501	GRACES & MORE INC KWIK VALET, 2803 W 179TH STREET, TORRANCE, CA, 90504	(310) 404-1838	
11160401	IMPERIAL PARKING (U.S.) INC. 205 W. RANDOLPH ST., STE. 935, , CHICAGO, IL, 60606-1813	(312) 444-1493	

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12798501	IMPERIAL PARKING INDUSTRIES, 6420 WILSHIRE BLVD., STE. 210, , LOS ANGELES, CA, 90048-5532	(323) 651-5588 Ext:102	
15575501	INTEGRITY PARKING SYSTEMS, LLC 9828 E. WASHINGTON STREET, , CHAGRIN FALLS, OH, 44023	(440) 543-4123 Ext:222	
12286001	INVANTAS SOLUTIONS CORP. 5482 WILSHIRE BLVD., STE. 129, , LOS ANGELES, CA, 90036-4218	(213) 926-3106	
11901101	MANAGEMENT SOFTWARE SOLUTIONS LLC 4111 OCEAN VIEW BLVD., , MONTROSE, CA, 91020-1518	(818) 541-0330	
50717201	MCCAIN INC 2365 OAK RIDGE WAY., , VISTA, CA, 92081-8945	(760) 734-5050	
15555001	MIDTOWN LANIER PARKING SYSTEMS 233 PEACHTREE STREET, HARRIS TOWER, SUITE 2600, ATLANTA, GA, 30303	(404) 879-7660	
51875303	MODERN PARKING, INC. 1200 WILSHIRE BLVD., STE. 300, , LOS ANGELES, CA, 90017-1931	(213) 384-1900	
51875301	MODERN PARKING, INC. 1200 WILSHIRE BLVD., STE. 300, , LOS ANGELES, CA, 90017-1931	(213) 482-8400	
51875302	MODERN PARKING, INC. 201 N. FIGUEROA ST., LEVEL P1, LOS ANGELES, CA, 90012-2623	(000) 000-0000	
14539201	OFFICE OF SPECIAL INVESTIGATIONS, P.O. BOX 2194, COLTON, CA, 92324-0810	(760) 413-4427	
12861601	ORIGINAL PARKING SERVICES, INC 11321 FIRENZE LANE, , NORTHRIDGE, CA, 91326	(818) 894-7443	
11646501	OSCAR A GAMEZ 3666 E. 3RD ST., , LOS ANGELES, CA, 90063-2409	(323) 855-4129	

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Vendor ID	Company Name	Phone	LSBE Certified
51250301	PARKING CO OF AMERICA MGMT,LLC 11101 LAKEWOOD BLVD., , DOWNEY, CA, 90241-3810	(562) 862-2118 Ext:101	
51250302	PARKING CO OF AMERICA MGMT,LLC 4975 VALLEY BLVD., , LOS ANGELES, CA, 90032-3361	(323) 987-6570	
05946501	PARKING CONCEPTS INC TRANSPORTATION CONCEPTS, 12 MAUCHLY STE I, IRVINE, CA, 92618-6302	(949) 753-7525	
05946503	PARKING CONCEPTS INC 1400 IVAR AVENUE, , HOLLYWOOD, CA, 90028	(323) 464-4190	
05946502	PARKING CONCEPTS INC 1801 SOUTH GEORGIA STREET, , LOS ANGELES, CA, 90015	(213) 746-5764	
13004401	PARKMED INC PO BOX 7212, , TAMPA, FL, 33673-7212	(813) 298-0269	
13419801	PARSONS ENVIRONMENT AND INFRASTRUCTURE GROUP INC GROUP INC, 100 W. WALNUT STREET, PASADENA, CA, 91124	(626) 440-2562	
13419802	PARSONS ENVIRONMENT AND INFRASTRUCTURE GROUP INC 100 W WALNUT ST, , PASADENA, CA, 91124	(626) 440-2560	
05525701	PCAM-LLC PARKING COMPANY OF AMERICA, 11101 LAKEWOOD BLVD, DOWNEY, CA, 90241	(805) 896-0567	
13905901	PREMIER PARKING, INC. 3550 WILSHIRE BLVD SUITE 1700, , LOS ANGELES, CA, 90010	(213) 380-5367	
15717301	PREMIERE VALET SERVICES INC. 3349 CAHUENGA BLVD. W #6, , LOS ANGELES, CA, 90068	(323) 876-5816	
14051201	PROFESSIONAL ACCOUNT MGT LLC 1380 LAFITTE DRIVE, , OAK PARK, CA, 91377	(866) 560-8612	

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15968001	QUALITY PARKING SERVICE, INC. TOWNE PARK LTD 15928 VENTURA BIULEVARD SUITE 103, , ENCINO, CA, 91436	(818) 382-6699	
10486901	REINO PARKING SYSTEMS, INC. 5924 BALFOUR COURT, SUITE 102, , CARLSBAD, CA, 92008	(760) 945-9893	
13932701	REPUBLIC PARKING 2815 2ND AVE, SUITE 100, , SEATTLE, WA, 98121	(206) 783-4144 Ext:102	
13333501	RICH AND ASSOCIATES 21800 WEST 10 MILE RD SUITE 209, , SOUTHFIELD, MI, 48075	(248) 353-5080 Ext:208	
14017501	RMSS ENTERPRISE LLC 515 CLINTON ST, SUITE 307, LOS ANGELES, CA, 90004	(323) 463-1505	
15739901	SAGE ADVISORS, INC. 221 S FIGUEROA STREET, SUITE 240, , LOS ANGELES, CA, 90012	(213) 346-0400	
16329101	SANTA MARGARITA CONSTRUCTION CORP. PO BOX 357, , TEMPLETON, CA, 93465-0357	(805) 237-1186	
15005701	SRJR CONSULTING, INC. 856 CYPRESS DRIVE, , UPLAND, CA, 91784-1191	(909) 985-6677	
52594802	STANDARD PARKING CORPORATION 3435 WILSHIRE BLVD., , LOS ANGELES, CA, 90010-1901	(213) 251-2823	
52594804	STANDARD PARKING CORPORATION 11701 S. LA CIENEGA BLVD., 1ST FLOOR, LOS ANGELES, CA, 90045-6260	(213) 251-2823	
52594806	STANDARD PARKING CORPORATION 1000 S. FREMONT AVE., STE. 109 UNIT 1, UNIT 1,, ALHAMBRA, CA, 91803-8800	(626) 300-5070	
52594805	STANDARD PARKING CORPORATION 100 OCEANGATE, STE. G-29, , LONG BEACH, CA, 90802-4375	(562) 437-6572	

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52594808	STANDARD PARKING CORPORATION 1055 WEST 7TH STREET SUITE 1500, , LOS ANGELES, CA, 90017	(213) 488-3174	
52594803	STANDARD PARKING CORPORATION 5120 W. GOLDLEAF CIR., STE. 110, , LOS ANGELES, CA, 90056-1292	(323) 299-9670	
52594801	STANDARD PARKING CORPORATION 1000 SOUTH FREMONT AVENUE, , ALHAMBRA, CA, 91803	(626) 300-5070	
52594807	STANDARD PARKING CORPORATION 3530 WILSHIRE BLVD., STE. 670, LOS ANGELES, CA, 90010-2342	(213) 251-2825	
13287501	THE POLEKATS COMPANY 1237 GREYSTONE ROAD, , HALETHORPE, MD, 21227	(410) 737-6407	
13571901	THREE POINT VALET PARKING, INC. 1525 N. SAN FERNANDO BLV., , BURBANK, CA, 91504	(818) 954-9900	
16044601	TWIN VALET PARKING, INC. 1309 MAGNOLIA BLVD, , BURBANK, CA, 91506	(323) 209-7084	
14051101	UNITED VALET PARKING, INC 5839 GREEN VALLEY CIRCLE, SUITE 202, CULVER CITY, CA, 90230	(310) 642-7740	
14952401	URBAN PARK CONCESSIONAIRES 2150 MAIN ST SUITE 5, , RED BLUFF, CA, 96080	(510) 828-0827	
15341401	VSCE INC 827 BROADWAY SUITE 340, , OAKLAND, CA, 94607	(510) 835-5001	
50782602	XEROX STATE AND LOCAL SOLUTIONS 1800 M STREET NW, SUITE 800, WASHINGTON, DC, 20036	(770) 829-1233	
50782604	XEROX STATE AND LOCAL SOLUTIONS PO BOX 201322, , DALLAS, TX, 75320-1322	(213) 689-9888	

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Vendor ID	Company Name	Phone	LSBE Certified
50782609	XEROX STATE AND LOCAL SOLUTIONS 5301 WHITTIER BLVD., STE. 200, , LOS ANGELES, CA, 90022-4038	(323) 832-1241	
50782612	XEROX STATE AND LOCAL SOLUTIONS 606 SOUTH OLIVE ST. SUITE 2300, , LOS ANGELES, CA, 90014	(213) 439-6211	
50782601	XEROX STATE AND LOCAL SOLUTIONS 1800 M STREET N.W. 7TH FLOOR, , WASHINGTON, DC, 20036	(661) 572-4527	
50782606	XEROX STATE AND LOCAL SOLUTIONS 21415 PLUMMER STREET, SUITE "B", CHATSWORTH, CA, 91311-4142	(818) 718-4260	
50782608	XEROX STATE AND LOCAL SOLUTIONS 1200 K STREET NW, ACCOUNTING 12TH FLOOR, WASHINGTON, DC, 20005	(213) 689-9888	
50782610	XEROX STATE AND LOCAL SOLUTIONS 215 W. POMONA BLVD., # 300, , MONTEREY PARK, CA, 91754-7146	(323) 887-7122	
50782611	XEROX STATE AND LOCAL SOLUTIONS 1501 E. SAINT ANDREW PL., SECOND FLOOR, SANTA ANA, CA, 92705-4930	(714) 834-7187	
50782613	XEROX STATE AND LOCAL SOLUTIONS ACS GOVERNMENT SOLUTIONS - CFS/WCS, 1410 SOUTH BROADWAY SUIE C, SANTA MARIA, CA, 93454	(805) 614-1398	

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Vendor ID	Company Name	Phone	LSBE Certified
14720601	3MM.INC. ARROW PARKING 256 S. ROBERTSON BLVD., , BEVERLY HILLS, CA, 90211	(323) 461-8548	
14542001	AC-CATALINA LANDING LLC 310 GOLDEN SHORE AVENUE SUITE 300, , LONG BEACH, CA, 90802	(562) 432-5166	
14542002	AC-CATALINA LANDING LLC ATT: AMPCO SYSTEM PARKING, 330 GOLDEN SHORE SUITE #105, LONG BEACH, CA, 90802	(562) 432-5166	
14557501	ACE EMPLOYMENT SOLUTIONS 6820 LA TIJERA BLVD., STE. 118, , LOS ANGELES, CA, 90045-1933	(310) 642-1112 Ext:22	
14400201	ACE PARKING MANAGEMENT, INC. 3550 WILSHIRE BLVD., SUITE 1700, LOS ANGELES, CA, 90010	(213) 739-2575	
11811901	AG COMMUNICATIONS, INC. 652 W. ARBOR VITAE ST., , INGLEWOOD, CA, 90301-3160	(310) 910-0111	
15979201	ALLTECH INDUSTRIES INC. 301 E. POMONA BLVD. SUITE A, , MONTEREY PARK, CA, 91755	(760) 486-0779	
13322601	AMANO 22619 OLD CANAL ROAD, , YORBA LINDA, CA, 92887	(714) 282-3500 Ext:3550	
16174901	AMERIPARK, LLC 3200 COBB GALLERIA PARKWAY, , ATLANTA, GA, 30339	(404) 812-0833	
50343001	AMPCO SYSTEM PARKING 808 S OLIVE ST., , LOS ANGELES, CA, 90014-3006	(213) 624-6065 Ext:247	
50343007	AMPCO SYSTEM PARKING ONE GATEWAY PLAZA MAIL STOP 99-P1-4, , LOS ANGELES, CA, 90012	(213) 620-0115	
50343008	AMPCO SYSTEM PARKING 1150 S OLIVE STREET 19TH FLOOR, , LOS ANGELES, CA, 90012	(213) 620-0115	

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Vendor ID	Company Name	Phone	LSBE Certified
50343010	AMPCO SYSTEM PARKING FIGUEROA PLAZA, 201-221 N. FIGUEROA STREET, LOS ANGELES, CA, 90012	(213) 202-2785	
50343002	AMPCO SYSTEM PARKING 5757/5767 CENTURY BLVD, , LOS ANGELES, CA, 90045	(310) 641-1611	
50343003	AMPCO SYSTEM PARKING 5120 W. GOLDFEAF CIRCLE, SUITE 110, LOS ANGELES, CA, 90056	(323) 292-6603	
50343004	AMPCO SYSTEM PARKING 1100 J STREET, , SACRAMENTO, CA, 95814	(916) 443-5453	
50343009	AMPCO SYSTEM PARKING 11150 W OLYMPIC BLVD, , LOS ANGELES, CA, 90064	(310) 444-0051	
50343005	AMPCO SYSTEM PARKING 1005 12TH STREET SUITE 5, , SACRAMENTO, CA, 95814	(916) 443-5453	
50343006	AMPCO SYSTEM PARKING 1100 J STREET, 900 13TH STREET, SACRAMENTO, CA, 95814	(916) 443-5453	
05096901	ARROW PARKING 256 S. ROBERTSON BLVD., , BEVERLY HILLS, CA, 90211-2898	(323) 461-8548	
05960001	AUTOMATE PARKING 8405 PERSHING DR., STE. 100, , PLAYA DEL REY, CA, 90293-7870	(310) 827-2124	
16268401	CALE AMERICA INC. 13808 MONROE'S BUSINESS PARK, , TAMPA, FL, 33635	(813) 405-3900 Ext:213	
15072401	CALE PARKING SYSTEMS USA INC 21925 US HIGHWAY 19N, , CLEARWATER, FL, 33765	(410) 534-2790	
15933801	CARACAL ENTERPRISES, DBA VENTEK INTERNATIONAL 1260 HOLM ROAD, SUITE A, , PETALUMA, CA, CA, 94954	(707) 773-3373	

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Vendor ID	Company Name	Phone	LSBE Certified
16349801	CASE SYSTEMS INC 5 GODDARD, , IRVINE, CA, 92618	(949) 988-7504	
13782001	COMPLUS DATA INNOVATIONS, INC. 560 WHITE PLAINS ROAD, , TARRYTOWN, NY, 10591	(914) 747-1200 Ext:237	
15556901	CORPORATE SERVICES GROUP, LLC P.O. BOX 800397, , SANTA CLARITA, CA, 91380-0397	(800) 310-4600	
15115301	DATA TICKET INC 4600 CAMPUS DR STE 200, , NEWPORT BEACH, CA, 92627	(949) 752-6937 Ext:310	
15903301	DIAMOND PARKING SERVICES, LLC 305 PINE AVE SUITE 405, , LONG BEACH, CA, 90802	(714) 316-4548	
11226201	DREAM ONE TRANSPORTATION 5575 THORNBURN ST., APT. A, , LOS ANGELES, CA, 90045-2148	(310) 678-0245	
06261901	EPS ENGINEERING SERVICES, INC 12100 WILSHIRE BLVD., STE. 460, , LOS ANGELES, CA, 90025-7120	(310) 826-9733	
01754101	FEDERAL APD, INC. 42775 W. NINE MILE RD, , NOVI, MI, 48375	(248) 374-9600	
13541701	FIFTH SERENDIPITY INC PARKING NETWORK INC, 350 SOUTH FIGUEROA STREET SUITE 420, LOS ANGELES, CA, 90071	(213) 613-1500	
50007002	FIVE STAR PARKING 600 S. SPRING ST., STE. 1750, , LOS ANGELES, CA, 90014-1964	(213) 627-8211 Ext:224	
50007008	FIVE STAR PARKING 515 SOUTH FLOWER STREET, SUITE 3200, LOS ANGELES, CA, 90071	(213) 687-8211	
50007001	FIVE STAR PARKING 515 SOUTH FLOWER ST, SUITE 3200, LOS ANGELES, CA, 90071	(213) 687-4484	

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50007007	FIVE STAR PARKING 515 SOUTH FLOWER ST, SUITE 3200, LOS ANGELES, CA, 90071	(213) 687-4484	
50007001	FIVE STAR PARKING 515 SOUTH FLOWER ST, SUITE 3200, LOS ANGELES, CA, 90071	(213) 687-4484	
50007003	FIVE STAR PARKING 201 N. FIGUEROA ST., , LOS ANGELES, CA, 90012-2623	(213) 975-1454	
50007006	FIVE STAR PARKING 14110 PALAWAN WAY., , MARINA DEL REY, CA, 90292-6231	() -	
50007009	FIVE STAR PARKING ONE GATEWAY PLAZA, MAIL STOP: 99-PL-4, LOS ANGELES, CA, 90012-2952	(213) 620-0115	
16374501	GRACES & MORE INC KWIK VALET, 2803 W 179TH STREET, TORRANCE, CA, 90504	(310) 404-1838	
15575501	INTEGRITY PARKING SYSTEMS, LLC 9828 E. WASHINGTON STREET, , CHAGRIN FALLS, OH, 44023	(440) 543-4123 Ext:222	
15405001	MAGIC MOUNTAIN LLC SIX FLAGS MAGIC MOUNTAIN 26101 MAGIC MOUNTAIN PKWY., , VALENCIA, CA, 91355	(661) 255-4806	
52384201	MANPOWER, INC. 521 W 6TH ST., , LOS ANGELES, CA, 90014	(562) 972-1500	
52384202	MANPOWER, INC. 10350 HERITAGE PARK DRIVE, SUITE 107, SANTA FE SPRINGS, CA, 90670	(562) 903-3990	
52384203	MANPOWER, INC. 21271 NETWORK PLACE, , CHICAGO, IL, 60673-1212	(213) 627-6260	
50717201	MCCAIN INC 2365 OAK RIDGE WAY., , VISTA, CA, 92081-8945	(760) 734-5050	

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14445501	MONIQUE ALVARADO 1049 E. GALATEA ST., , AZUSA, CA, 91702	(626) 338-8205	
12861601	ORIGINAL PARKING SERVICES, INC 11321 FIRENZE LANE, , NORTHRIDGE, CA, 91326	(818) 894-7443	
11646501	OSCAR A GAMEZ 3666 E. 3RD ST., , LOS ANGELES, CA, 90063-2409	(323) 855-4129	
51250301	PARKING CO OF AMERICA MGMT,LLC 11101 LAKEWOOD BLVD., , DOWNEY, CA, 90241-3810	(562) 862-2118 Ext:101	
51250302	PARKING CO OF AMERICA MGMT,LLC 4975 VALLEY BLVD., , LOS ANGELES, CA, 90032-3361	(323) 987-6570	
05946501	PARKING CONCEPTS INC TRANSPORTATION CONCEPTS, 12 MAUCHLY STE I, IRVINE, CA, 92618-6302	(949) 753-7525	
05946503	PARKING CONCEPTS INC 1400 IVAR AVENUE, , HOLLYWOOD, CA, 90028	(323) 464-4190	
05946502	PARKING CONCEPTS INC 1801 SOUTH GEORGIA STREET, , LOS ANGELES, CA, 90015	(213) 746-5764	
13004401	PARKMED INC PO BOX 7212, , TAMPA, FL, 33673-7212	(813) 298-0269	
05525701	PCAM-LLC PARKING COMPANY OF AMERICA, 11101 LAKEWOOD BLVD, DOWNEY, CA, 90241	(805) 896-0567	
13905901	PREMIER PARKING, INC. 3550 WILSHIRE BLVD SUITE 1700, , LOS ANGELES, CA, 90010	(213) 380-5367	
14051201	PROFESSIONAL ACCOUNT MGT LLC 1380 LAFITTE DRIVE, , OAK PARK, CA, 91377	(866) 560-8612	

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Sub-Class #	Description
962-59	PARKING SERVICES: OPERATION, ADMISSION, SUPERVISION

Vendor ID	Company Name	Phone	LSBE Certified
15968001	QUALITY PARKING SERVICE, INC. TOWNE PARK LTD 15928 VENTURA BIULEVARD SUITE 103, , ENCINO, CA, 91436	(818) 382-6699	
04042501	RADIX CORP 4855 WILEY POST WAY., , SALT LAKE CITY, UT, 84116-2827	(801) 537-1717 Ext:318	
10486901	REINO PARKING SYSTEMS, INC. 5924 BALFOUR COURT, SUITE 102, , CARLSBAD, CA, 92008	(760) 945-9893	
13932701	REPUBLIC PARKING 2815 2ND AVE, SUITE 100, , SEATTLE, WA, 98121	(206) 783-4144 Ext:102	
15855101	S.C. PRESTIGE PARKING, INC. 220 W. 21ST STREET, , LOS ANGELES, CA, 90007	(213) 439-9000	
52594801	STANDARD PARKING CORPORATION 1000 SOUTH FREMONT AVENUE, , ALHAMBRA, CA, 91803	(626) 300-5070	
52594807	STANDARD PARKING CORPORATION 3530 WILSHIRE BLVD., STE. 670, LOS ANGELES, CA, 90010-2342	(213) 251-2825	
52594805	STANDARD PARKING CORPORATION 100 OCEANGATE, STE. G-29, , LONG BEACH, CA, 90802-4375	(562) 437-6572	
52594808	STANDARD PARKING CORPORATION 1055 WEST 7TH STREET SUITE 1500, , LOS ANGELES, CA, 90017	(213) 488-3174	
52594803	STANDARD PARKING CORPORATION 5120 W. GOLDLEAF CIR., STE. 110, , LOS ANGELES, CA, 90056-1292	(323) 299-9670	
52594802	STANDARD PARKING CORPORATION 3435 WILSHIRE BLVD., , LOS ANGELES, CA, 90010-1901	(213) 251-2823	
52594804	STANDARD PARKING CORPORATION 11701 S. LA CIENEGA BLVD., 1ST FLOOR, LOS ANGELES, CA, 90045-6260	(213) 251-2823	

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Sub-Class #	Description
962-59	PARKING SERVICES: OPERATION, ADMISSION, SUPERVISION

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52594808	STANDARD PARKING CORPORATION 1055 WEST 7TH STREET SUITE 1500, , LOS ANGELES, CA, 90017	(213) 488-3174	
13287501	THE POLEKATS COMPANY 1237 GREYSTONE ROAD, , HALETHORPE, MD, 21227	(410) 737-6407	
13571901	THREE POINT VALET PARKING, INC. 1525 N. SAN FERNANDO BLV., , BURBANK, CA, 91504	(818) 954-9900	
16044601	TWIN VALET PARKING, INC. 1309 MAGNOLIA BLVD, , BURBANK, CA, 91506	(323) 209-7084	
15391501	UNIFIED VALET PARKING 99 SOUTH CHESTER AVENUE SUITE 200, , PASADENA, CA, 91106	(626) 395-9953	
14051101	UNITED VALET PARKING, INC 5839 GREEN VALLEY CIRCLE, SUITE 202, CULVER CITY, CA, 90230	(310) 642-7740	
14952401	URBAN PARK CONCESSIONAIRES 2150 MAIN ST SUITE 5, , RED BLUFF, CA, 96080	(510) 828-0827	
10008101	WALKER PARKING CONSULTANTS 606 S. OLIVE STREET, SUITE 1100, LOS ANGELES, CA, 90014	(213) 488-4911	
10008103	WALKER PARKING CONSULTANTS 36852 EAGLE WAY, , CHICAGO, IL, 60678-1368	(847) 697-2640	
10008102	WALKER PARKING CONSULTANTS 150 EXECUTIVE PARK BLVD., STE. 150, , SAN FRANCISCO, CA, 94134-3303	(415) 330-1895	
13336101	WALTER P MOORE AND ASSOCIATES 3131 EASTSIDE, 2ND FLOOR, HOUSTON, TX, 77089	(713) 630-7458	
50782601	XEROX STATE AND LOCAL SOLUTIONS 1800 M STREET N.W. 7TH FLOOR, , WASHINGTON, DC, 20036	(661) 572-4527	

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962-59	PARKING SERVICES: OPERATION, ADMISSION, SUPERVISION

Vendor ID	Company Name	Phone	LSBE Certified
50782606	XEROX STATE AND LOCAL SOLUTIONS 21415 PLUMMER STREET, SUITE "B", CHATSWORTH, CA, 91311-4142	(818) 718-4260	
50782608	XEROX STATE AND LOCAL SOLUTIONS 1200 K STREET NW, ACCOUNTING 12TH FLOOR, WASHINGTON, DC, 20005	(213) 689-9888	
50782610	XEROX STATE AND LOCAL SOLUTIONS 215 W. POMONA BLVD., # 300, , MONTEREY PARK, CA, 91754-7146	(323) 887-7122	
50782611	XEROX STATE AND LOCAL SOLUTIONS 1501 E. SAINT ANDREW PL., SECOND FLOOR, SANTA ANA, CA, 92705-4930	(714) 834-7187	
50782613	XEROX STATE AND LOCAL SOLUTIONS ACS GOVERNMENT SOLUTIONS - CFS/WCS, 1410 SOUTH BROADWAY SUITE C, SANTA MARIA, CA, 93454	(805) 614-1398	
50782612	XEROX STATE AND LOCAL SOLUTIONS 606 SOUTH OLIVE ST. SUITE 2300, , LOS ANGELES, CA, 90014	(213) 439-6211	
50782602	XEROX STATE AND LOCAL SOLUTIONS 1800 M STREET NW, SUITE 800, WASHINGTON, DC, 20036	(770) 829-1233	
50782604	XEROX STATE AND LOCAL SOLUTIONS PO BOX 201322, , DALLAS, TX, 75320-1322	(213) 689-9888	
50782609	XEROX STATE AND LOCAL SOLUTIONS 5301 WHITTIER BLVD., STE. 200, , LOS ANGELES, CA, 90022-4038	(323) 832-1241	

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## Community Business Enterprise Program Information

FIRM INFORMATION*		Classic Parking, Inc.
BUSINESS STRUCTURE		Corporation
CULTURAL/ETHNIC COMPOSITION		
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	3
	<i>Female (included above)</i>	1
MANAGER	Black/African American	7
	Hispanic/Latino	22
	Asian or Pacific Islander	2
	American Indian	0
	Filipino	6
	White	8
	<i>Female (included above)</i>	16
STAFF	Black/African American	95
	Hispanic/Latino	400
	Asian or Pacific Islander	25
	American Indian	0
	Filipino	105
	White	75
	<i>Female (included above)</i>	175
Total # of Employees		748
COUNTY CERTIFICATION		
CBE		N/A
LSBE		N/A
OTHER CERTIFYING AGENCY		N/A

\*Information as provided by vendor.